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सं. 13]

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No. 13]

NEW DELHI, SATURDAY, MARCH 29, 2003/CHAITRA 8, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notification Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

नई दिल्ली, 20 मार्च, 2003

का.आ. 1016.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं० 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय अन्वेषण ब्यूरो के रिटैनर काउंसल श्री एच० जे० एस० आहलुवालिया, अधिवक्ता, दिल्ली को दिल्ली उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन, अपीलों, पुनरीक्षणों और अन्य कार्यवाहियों का संचालन करने के लिए दिल्ली उच्च न्यायालय में विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/6/2003-डी.एस.पी.ई.(i)]

शुभा ठाकुर, अवर सचिव

CABINET SECRETARIAT

New Delhi, the 20th March, 2003

S.O. 1016.—In exercise of the powers conferred by Sub-section (8) of Section 24, of the Code of Criminal Procedure, 1973 (Act. No. 2 of 1974), the Central Government hereby appoints Sh. H. J. S. Ahluwalia Advocate, Delhi a Retainer Counsel of Central Bureau of Investigation, in the Delhi High Court as Special Public Prosecutor for conducting prosecution, appeals, revisions or other proceedings arising out of the cases investigated by the Delhi Special Police Establishment in the Delhi High Court.

[No. 225/6/2003-DSPE(i)]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 20 मार्च, 2003

का.आ. 1017.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं० 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय अन्वेषण ब्यूरो के रिटैनर काउंसल सुश्री नीलम एस० ग्रोवर, अधिवक्ता, दिल्ली को दिल्ली उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन, अपीलों, पुनरीक्षणों और अन्य कार्यवाहियों का संचालन करने के लिए दिल्ली उच्च न्यायालय में विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/6/2003-डी.एस.पी.ई.(ii)]

शुभा ठाकुर, अवर सचिव

New Delhi, the 20th March, 2003

S.O. 1017.—In exercise of the powers conferred by Sub-section (8) of Section 24, of the Code of Criminal Procedure, 1973 (Act. No. 2 of 1974), the Central Government hereby appoints Ms. Neelam S. Grover, Advocate, Delhi a Retainer Counsel of Central Bureau of Investigation, in the Delhi High Court as Special Public Prosecutor for conducting prosecution, appeals, revisions or other proceedings arising out of the cases investigated by the Delhi Special Police Establishment in the Delhi High Court.

[No. 225/6/2003-DSPE(ii)]

SHUBHA THAKUR, Under Secy.

वित्त एवं कंपनी कार्य मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 11 मार्च, 2003

का. आ. 1018.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा केनरा बैंक अधिकारी संघ के श्री आर० के० अवस्थी (जो कनिष्ठ प्रबंधन स्केल-1 में तैनात हैं), को अधिसूचना जारी होने की तारीख से तीन वर्ष की अवधि के लिए और उसके पश्चात् जब तक उनका उत्तराधिकारी नियुक्त नहीं हो जाता, अथवा उनके केनरा बैंक के अधिकारी नहीं रहने पर, इनमें से जो भी पहले हो, केनरा बैंक के निदेशक मंडल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है। यह नामांकन बैंक आफ महाराष्ट्र अधिकारी संघ द्वारा मुम्बई उच्च न्यायालय में दायर वर्ष 2001 की रिट याचिका संख्या 5394 के निर्णय के अध्वधीन होगा।

[सं. एफ. 9/19/2001-बी०ओ०-1]

रमेश चन्द, अवर सचिव

MINISTRY OF FINANCE AND COMPANY AFFAIRS

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 11th March, 2003

S. O. 1018.—In exercise of the powers conferred by clause (f) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) and (2) of clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri R. K. Awasthi, Vice-President, Canara Bank Officers' Association (and posted as Officer in J.M.G. Scale-I) as officer Employee Director on the Board of Canara Bank for a period of three years from the date of notification and thereafter until his successor has been nominated or until he ceases to be an officer of Canara Bank, whichever is earlier. The nomination will be subject to the decision of the Mumbai High Court in writ petition No. 5394 of 2001 filed by Bank of Maharashtra Officers Association.

[F. No. 9/19/2001-B.O.-1]

RAMESH CHAND, Under Secy.

नई दिल्ली, 11 मार्च, 2003

का. आ. 1019.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उपधारा (3 क) और उपधारा (4) के साथ पठित धारा 19 के खंड (ग ख) तथा भारतीय स्टेट बैंक (कर्मचारी

निदेशकों की नियुक्ति) नियम, 1974 के नियम 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श करने से श्री शान्ता राजू, इस समय अखिल भारतीय स्टेट बैंक अधिकारी संघ के महासचिव (बंगलौर स्थानीय प्रधान कार्यालय में उपप्रबंधक संगठनात्मक योजना तथा प्रणाली एवं प्रक्रिया के पद पर नियुक्त) को 20 मई, 2002 पूर्व प्रभावी तारीख से 19 मई, 2005 तक और तीन वर्ष की अवधि के लिए उनका छह वर्ष का कुल कार्यकाल पूरा होने तक या अगला आदेश होने तक, या जब तक वे भारतीय स्टेट बैंक के अधिकारी का पद नहीं छोड़ देते, या अगला आदेश होने तक, उनमें से जो भी पहले हो, भारतीय स्टेट बैंक के केन्द्रीय बोर्ड में निदेशक के रूप में नियुक्त करती है।

[सं. एफ. 8/2/2002-बी.ओ.-1]

रमेश चन्द, अवर सचिव

New Delhi, the 11th March, 2003

S. O. 1019.—In exercise of the powers conferred by clause (cb) of Section 19 read with Sub-section (3A) and Sub-section (4) of Section 20 of the State Bank of India Act, 1955 (23 of 1955) and rule 4 of the State Bank of India (Appointment of Employee Directors) Rules, 1974, the Central Government, after consultation with Reserve Bank of India, hereby re-appointment of Shri Shanta Raju, General Secretary, All India State Bank of India Officers Federation (posted as Deputy Manager, Organizational Planning and Systems & Procedures Department State Bank of India, Local Head Office, Bangalore as officer Employee Director on the Central Board of State Bank of India for a further period of three years, commencing retrospectively with effect from 20-5-2002 to 19-5-2005 when he will complete the total tenure of six years or until he ceases to be an officer of the State Bank of India, or until further orders whichever is earlier.

[F. No. 8/2/2002-B. O.-1]

RAMESH CHAND, Under Secy.

नई दिल्ली, 12 मार्च, 2003

का. आ. 1020.—भारतीय स्टेट बैंक (अनुपंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 26 की उपधारा (2 क) के साथ पठित धारा 25 के खंड (ग ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् भारतीय स्टेट बैंक अधिकारी संघ के सचिव : यूनिट स्टेट बैंक ऑफ पटियाला और क्षेत्र-1, अंचल कार्यालय, पटियाला में प्रबंधक (प्रशासन) के रूप में तैनात श्री अमर सिंह को अधिसूचना की तारीख से 3 वर्ष की अवधि और उसके बाद उनके उत्तराधिकारी के नामित किए जाने की तारीख तक अथवा स्टेट बैंक ऑफ पटियाला में उनके अधिकारी के रूप में नियुक्त नहीं रहने पर, जो भी पहले हो स्टेट बैंक ऑफ पटियाला के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है बशर्ते कि वे छः वर्ष से अधिक की अवधि तक लगातार पद धारण नहीं करेंगे।

[फा. सं. 8/8/2002-बी.ओ.-1]

रमेश चन्द, अवर सचिव

New Delhi, the 12th March, 2003

S. O. 1020.— In exercise of the powers conferred by clause (cb) of Sub-section (1) of Section 25 read with sub-section (2A) of section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri Amar Singh, Secretary, Associate Banks Officers' Association: Unit State Bank of Patiala and posted as manager (Admn.) Region-I, Zonal Office, Patiala as officer Employee Director on the Board of Directors of State Bank of Patiala for a period of three years from the date of notification and thereafter till the date his successor has been nominated or until he ceases to be an officer of State Bank of Patiala, whichever is earlier, provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 8/8/2002-B. O. I.]

RAMESH CHAND, Under Secy.

नई दिल्ली, 12 मार्च, 2003

का. आ. 1021.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 9 के उप-खण्ड (1) और (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा ओरियंटल बैंक अधिकारी संघ के उप महासचिव श्री विनोद कुमार शर्मा जो प्रबंधक एमएमजी स्केल -III के रूप में तैनात हैं, को अधिसूचना जारी होने की तारीख से तीन वर्ष की अवधि के लिए और उसके पश्चात् जब तक उनका उत्तराधिकारी नियुक्त नहीं हो जाता, अथवा उनके ओरियंटल बैंक ऑफ कामर्स के अधिकारी नहीं रहने पर, इनमें से जो भी पहले हो, ओरियंटल बैंक ऑफ कामर्स के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है बशर्ते कि वे लगातार छः वर्ष से अधिक की अवधि तक पद पर तैनात नहीं होते। यह नामांकन बैंक ऑफ महाराष्ट्र अधिकारी संघ द्वारा मुम्बई उच्च न्यायालय में दायर वर्ष 2001 के रिट याचिका संख्या 5394 के निर्णय के अधधीन होगा।

[फा. सं. 9/25/2001-बीओ-1]

रमेश चन्द, अवर सचिव

New Delhi, the 12th March, 2003

S. O. 1021.— In exercise of the powers conferred by clause (f) of Sub-section (3) of Section (9) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) and (2) of clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri Vinod Kumar Sharma, Deputy General Secretary, Oriental Bank Officers' Association and posed as Manager, MMG Scale III as Officer Employee Director on the Board of Oriental Bank of Commerce for a period of three years from the date of notification and there after until his Successor has been nominated or until he ceases to be an officer of Oriental Bank of Commerce, whichever

is earlier, provided he shall not hold office continuously for a period exceeding six year. The nomination will be subject to the decision of the Mumbai High Court in writ petition No. 5394 of 2001 filed by Bank of Maharashtra Officers Association.

[F. No. 9/25/2001-B. O. I.]

RAMESH CHAND, Under Secy.

नई दिल्ली, 12 मार्च, 2003

का. आ. 1022.— भारतीय स्टेट बैंक (अनुपंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 26 की उपधारा (2 क) के साथ पठित धारा 25 के खंड (ग ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् भारतीय स्टेट बैंक अधिकारी संघ के सचिव : यूनिट स्टेट बैंक ऑफ हैदराबाद और प्रधान कार्यालय, स्टेट बैंक ऑफ हैदराबाद कंप्यूटर नीति योजना विभाग, मुख्य प्रबंधक, एसएमजीएस -IV, के रूप में तैनात श्री पी. सुब्बा राव को अधिसूचना की तारीख से 3 वर्ष की अवधि और उसके बाद उनके उत्तराधिकारी के नामित किए जाने की तारीख तक अथवा स्टेट बैंक ऑफ हैदराबाद में उनके अधिकारी के रूप में नियुक्त नहीं रहने पर, जो भी, पहले हो स्टेट बैंक ऑफ हैदराबाद के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है बशर्ते कि वे छः वर्ष से अधिक की अवधि तक लगातार पद धारण नहीं करेंगे।

[फा. सं. 8/9/2002-बीओ-1]

रमेश चन्द, अवर सचिव

New Delhi, the 12th March, 2003

S. O. 1022.— In exercise of the powers conferred by clause (cb) of sub-section (1) of Section 25 read with sub-section (2A) of section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri P. Subba Rao, Secretary, Associate Banks Officers' Association : Unit State Bank of Hyderabad (and posted as Chief Manager, SMGS-IV, Computer Policy Planning Department, Head Office, State Bank of Hyderabad) as Officer Employee Director on the Board of Directors of State bank of Hyderabad for a period of three years from the date of notification and thereafter until his successor has been nominated or until he ceases to be an officer of State Bank of Hyderabad, or until further orders, whichever is earlier, provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 8/9/2002-B. O. I.]

RAMESH CHAND, Under Secy.

नई दिल्ली, 20 मार्च, 2003

का. आ. 1023.— भारतीय स्टेट बैंक (अनुपंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 26 की उपधारा (2 क) के साथ पठित धारा 25 की उप-धारा (1) के खण्ड (ग ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से

परामर्श करने के पश्चात् सहयोगी बैंक अधिकारी संघ : यूनिट स्टेट बैंक ऑफ त्रावणकोर के सचिव श्री पी. वी. शिवशंकर पिल्लै को अधिसूचना की तारीख से 3 वर्ष की अवधि के लिए और उसके बाद उनके उत्तराधिकारी के नामित किए जाने की तारीख तक अथवा स्टेट बैंक ऑफ त्रावणकोर में उनके अधिकारी के रूप में नियुक्त नहीं रहने पर अथवा अगला आदेश होने तक, जो भी पहले हो, स्टेट बैंक ऑफ त्रावणकोर के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है बशर्ते कि वे छः वर्ष से अधिक की अवधि तक लगातार पद धारण नहीं करेंगे।

[फा. सं. 8/4/2002-बीओ-1]

रमेश चन्द, अवर सचिव

New Delhi, the 20th March, 2003

S. O. 1023.—In exercise of the powers conferred by clause (cb) of Sub-Section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri P.V. Sivasankara Pillai, Secretary, Associate Banks Offices' Association : Unit State Bank of Travancore as Officer Employee Director on the Board of Directors of State Bank of Travancore for a period of three years from the date of notification and thereafter until his successor has been nominated or until he ceases to be an officer of State Bank of Travancore, or until further orders, whichever is the earliest, provided he shall not hold office continuously for a period exceeding six years.

[F. No. 8/4/2002-B. O. I.]

RAMESH CHAND, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1024.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (च) की मद (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा एचएसबीसी प्राइमरी डीलरशिप (इंडिया) प्राइवेट लि. नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बी.ओ.ए.-(i)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1024.—In exercise of the powers conferred by item (vi) of Clause (d) of Explanation to sub-section (i) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby notifies the entity known as HSBC Primary Dealership (India) private Limited being company registered under the Companies

Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B. O. A.(i)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1025.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (ड) की मद (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा एचएसबीसी प्राइमरी डीलरशिप (इंडिया) प्राइवेट लि. नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओ ए-(ii)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1025.—In exercise of the powers conferred by item (v) of Clause (e) of Explanation to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby notifies the entity known as HSBC Primary Dealership (India) private Limited being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B. O. A.(ii)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1026.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के खण्ड (अ) के साथ पठित धारा (18) की उपधारा (1) की व्याख्या के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा एचएसबीसी प्राइमरी डीलरशिप (इंडिया) प्राइवेट लि. नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओ ए-(iii)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1026.—In exercise of the powers conferred by clause (d) of Explanation to Sub-section (1) of Section 18 read with clause (j) of Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, hereby notifies the entity known as HSBC Primary Dealership (India) Private Limited being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B. O. A.(iii)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1027.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (घ) की मद (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा स्टैंडर्ड चार्टर्ड—यूटीआई सिक्योरिटीज (इंडिया) प्राइवेट लि. नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(iv)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1027.—In exercise of the powers conferred by item (vi) of Clause (d) of Explanation to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby notifies the entity known as Standard Chartered—UTI Securities India Private Limited being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B.O.A.(iv)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1028.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (घ) की मद (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा स्टैंडर्ड चार्टर्ड—यूटीआई सिक्योरिटीज इंडिया प्राइवेट लि. नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(v)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1028.—In exercise of the powers conferred by item (v) of Clause (e) of Explanation to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby notifies the entity known as Standard Chartered—UTI Securities India Private Limited being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B. O. A.(v)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1029.—बैंककारी विनियमन, अधिनियम, 1949 (1949 का 10) की धारा 56 के खण्ड (ज) के साथ पठित धारा 18 की उपधारा (1) की व्याख्या के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा स्टैंडर्ड चार्टर्ड—यूटीआई सिक्योरिटीज (इंडिया) प्राइवेट लि. नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(vi)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1029.—In exercise of the powers conferred by Clause (d) of Explanation to Sub-section (1) of Section 18 read with Clause (j) of Section 56 of the Banking Regulation Act, 1949 (10 of 1949) of the Central Government, hereby notifies the entity known as Standard Chartered—UTI Securities India Private Limited being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B.O.A.(vi)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1030.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (घ) की मद (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा बैंक ऑफ अमेरीका सिक्योरिटीज नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(vii)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1030.—In exercise of the powers conferred by item (vi) of Clause (d) of Explanation to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby notifies the entity known as Bank of America Securities being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B. O. A.(vii)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1031.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड

(ड) की मद (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा बैंक आफ अमेरिका सिक्यूरिटीज नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(viii)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1031.—In exercise of the powers conferred by item (v) of Clause (e) of Explanation to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby notifies the entity known as Bank of America Securities being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B. O. A.-(viii)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1032.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 56 के खण्ड (ज) के साथ पठित धारा 18 की उपधारा (1) की व्याख्या के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा बैंक आफ अमेरिका सिक्यूरिटीज नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(ix)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1032.—In exercise of the powers conferred by clause (d) of Explanation to Sub-section (1) of Section 18 read with Clause (j) of Section 56 of the Banking Regulation Act, 1949 (10 of 1949) of the Central Government, hereby Notifies the entity known as Bank of America Securities being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B. O. A.-(ix)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1033.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (घ) की मद (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा सिटीकॉर्प कैपिटल मार्केट लि० नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(x)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1033.—In exercise of the powers conferred by item (vi) of Clause (e) of Explanation to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby notifies the entity known as Citicorp Capital Markets Ltd. being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B. O. A.-(x)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1034.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (घ) की मद (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा सिटीकॉर्प कैपिटल मार्केट लि० नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(xi)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1034.—In exercise of the powers conferred by item (v) of Clause (e) of Explanation to Sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby notifies the entity known as Citicorp Capital Markets Ltd. being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B.O.A.-(xi)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 21 मार्च, 2003

का. आ. 1035.—बैंककारी विनियमन, अधिनियम, 1949 (1949 का 10) की धारा 56 के खण्ड (ज) के साथ पठित धारा 18 की उपधारा (1) की व्याख्या के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा सिटीकॉर्प कैपिटल मार्केट लि० नामक सत्ता को, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत है, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्था के रूप में अधिसूचित करती है।

[फा. सं. 13/5/2003-बीओए-(xii)]

डी. चौधरी, अवर सचिव

New Delhi, the 21st March, 2003

S. O. 1035.—In exercise of the powers conferred by Clause (d) of Explanation to Sub-section (1) of Section 18 read with Clause (j) of Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, hereby notifies the entity known as Citicorp Capital Markets Ltd. being company registered under the Companies Act, 1956 (1 of 1956) as financial Institution for the purpose of the aforesaid clause.

[F. No. 13/5/2003-B.O.A.-(xii)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 25 मार्च, 2003

का. आ. 1036.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, एतद्वारा, 29 मार्च, 1985 के भारत के असाधारण राजपत्र के भाग-II, खंड 3, उपखंड (ii) में प्रकाशित भारत सरकार के पूर्ववर्ती वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की अधिसूचना, का. आ. 258(अ) दिनांक 29 मार्च 1985, में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में “उत्तर प्रदेश राज्य में देहरादून, उत्तरकाशी और टिहरी गढ़वाल जिले” शब्दों के स्थान पर “उत्तरांचल राज्य में देहरादून, उत्तर काशी, टिहरी गढ़वाल और हरिद्वार जिले” रखे जाएंगे।

यह अधिसूचना सरकारी राजपत्र में प्रकाशन की तारीख से प्रभावी होगी।

[फा. सं. 1/(1)/2003-आर आर बी]

एस. के. ठाकुर, अवर सचिव

टिप्पणी : दिनांक 29 मार्च, 1985 के का० आ० 258(अ) के तहत मुख्य अधिसूचना प्रकाशित की गई थी।

New Delhi, the 25th March, 2003

S. O. 1036.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby makes the following amendments in the notification of the Government of India in the erstwhile Ministry of Finance, Department of Economic Affairs (Banking Division), S.O. 258(E) dated the 29th March, 1985 published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii) dated the 29th March, 1985.

In the said notification, for the words “district of Dehradun, Uttar Kashi and Tehri Garhwal in the State of Uttar Pradesh”, the words “districts of Dehradun, Uttar Kashi, Tehri Garhwal and Haridwar in the State of Uttaranchal” shall be substituted.

This notification shall take effect from the date of publication in the Official Gazette.

[F. No. 1/(1)/2003-RRB]

S. K. THAKUR, Under Secy.

Note : The Principal notification was published vide S.O. 258(E) dated 29th March, 1985.

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली, 17 मार्च, 2003

का.आ. 1037.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा-3 की उप-धारा (1) के खंड (ख) के अनुसरण में डा. प्रकाश मणिलाल शाह, सदस्य चिकित्सा संकाय, एम.एस. यूनिवर्सिटी ऑफ बड़ौदा, वडोदरा को एम.एस. यूनिवर्सिटी ऑफ बड़ौदा की सीनेट द्वारा इस अधिसूचना के जारी होने की तिथि से

29-3-2006 तक भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना सं. का.आ. संख्या 138 में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (ख) के अंतर्गत निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 24 तथा उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टियां प्रतिस्थापित की जाएं, अर्थात् :—

“24. डा० प्रकाश मणिलाल शाह, एम.एस. यूनिवर्सिटी ऑफ बड़ौदा,”
2, नंदनवन सोसाइटी,
बी/एच अकोटा स्टेडियम,
अकोटा, वडौदरा-390020.

[संख्या बी-11013/2/2003-एम०ई० (नीति-I)]

पी०जी० कलाधरण, अवर सचिव

पाद टिप्पण : मूल अधिसूचना भारत के राजपत्र में दिनांक 9-1-1960 की का. आ. संख्या 138 के तहत प्रकाशित हुई थी।

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health)

New Delhi, the 17th March, 2003

S. O. 1037.—Whereas in pursuance of clause (b) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Prakash Manilal Shah, member of faculty of Medicine, M.S. University of Baroda, Vadodara has been elected by the Senate of the M.S. University of Baroda to be a member of the Medical Council of India with effect from the date of issue of this notification up to 29-3-2006.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health, number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, ‘Elected under clause (b) of Sub-section (1) of section 3, for serial number 24 and the entries relating thereto the following entries shall be substituted, namely :—

“24. Dr. Prakash Manilal Shah, M.S., University of
2, Nandanvan Society, Baroda”
B/h Akota Stadium, Akota.
Vadodara-390020.

[No. V-11013/2/2003-ME (Policy-I)]

P. G. KALADHARAN, Under Secy.

Foot Note :—The Principal notification was published in the Gazette of India, vide S.O. 138 dated 9-1-1960.

नई दिल्ली, 17 मार्च, 2003

का.आ. 1038.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा-3 की उप-धारा (1) के खंड (ख) के

अनुसरण में डा. प्रवीर कुमार सुर, सदस्य, चिकित्सा संकाय, कलकत्ता विश्वविद्यालय को कलकत्ता विश्वविद्यालय की सीनेट द्वारा इस अधिसूचना के जारी होने की तिथि से 23-3-2004 तक भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्रीय सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना सं. का. आ. संख्या 138 में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (ख) के अन्तर्गत निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 5 तथा उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

“5. डा. प्रवीर कुमार सुर, कलकत्ता विश्वविद्यालय”
623/1-एफ, डायमण्ड हार्बर रोड,
बेहाला (अशोका सिनेमा के पीछे),
कोलकाता-700034.

[संख्या वी-11013/2/2003-एम.ई. (नीति-I)]

पी. जी. कलाधरण, अवर सचिव

पाद टिप्पण : मूल अधिसूचना भारत के राजपत्र में दिनांक 9-1-1960 की का. आ. संख्या 138 के तहत प्रकाशित हुई थी।

New Delhi, the 17th March, 2003

S. O. 1038.—Whereas in pursuance of clause (b) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Prabir Kumar Sur, member of the Faculty of Medicine University of Calcutta, has been elected by the Senate of the University of Calcutta to be a member of the Medical Council of India with effect from the date of issue of this notification up to 23-3-2004.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health, number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, ‘Elected under clause (b) of Sub-section (1) of Section 3, for serial number 5 and the entries relating thereto the following entries shall be substituted, namely :—

“5. Dr. Prabir Kumar Sur., University of
623/1-F, Diamond Harbour Road, Calcutta”
Behala (Behind Ashoka Cinema).
Kolkata-700034

[No. V-11013/2/2003-ME (Policy-I)]

P. G. KALADHARAN, Under Secy.

Foot Note :—The Principal notification was published in the Gazette of India, vide S.O. 138 dated 9-1-1960.

नई दिल्ली, 18 मार्च, 2003

का. आ. 1039.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय दंत चिकित्सक परिषद् से परामर्श के बाद केन्द्र सरकार एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अनुसूची के भाग-I में क्रम संख्या 51 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जायेंगी नामत :—

51. बाबा फरीद यूनिवर्सिटी आफ हैल्थ साईंसिज, फरीदकोट	मास्टर आफ डेंटल सर्जरी निम्नलिखित दंत चिकित्सा कालेजों के नीचे दर्शायी गई विशिष्टताएं, स्नातकोत्तर छात्रों के संबंध में निम्नलिखित दंत चिकित्सा अर्हताएं तथा मान्यता प्राप्त अर्हता होंगी यदि ये जून, 2000 को या उसके बाद प्रदान की गई हों : राजकीय दंत चिकित्सा कालेज, पटियाला	(क) एम. डी. एस. (प्रोस्थोडॉंटिक्स एवं क्राउन ब्रिज) बाबा फरीद यूनिवर्सिटी आफ हैल्थ साईंसिज, फरीदकोट
(क) एम. डी. एस. (प्रोस्थोडॉंटिक्स एवं क्राउन ब्रिज)	(ख) एम. डी. एस. (पेरियोडॉंटिक्स)	(ख) एम. डी. एस. (पेरियोडॉंटिक्स)
(ग) एम. डी. एस. (कंजरवेटिव डेन्टिस्ट्री)	(घ) एम. डी. एस. (पेडोडॉन्टिक्स एवं निवारक डेन्टिस्ट्री)	(ग) एम. डी. एस. (कंजरवेटिव डेन्टिस्ट्री)
(घ) एम. डी. एस. (पेडोडॉन्टिक्स एवं निवारक डेन्टिस्ट्री)	(ङ) एम. डी. एस. (ओरल एवं मेक्सिलोफेसियल सर्जरी)	(घ) एम. डी. एस. (पेडोडॉन्टिक्स एवं निवारक डेन्टिस्ट्री)
(ङ) एम. डी. एस. (ओरल एवं मेक्सिलोफेसियल सर्जरी)		(ङ) एम. डी. एस. (ओरल एवं मेक्सिलोफेसियल सर्जरी)

[संख्या वी. 12018/1/2002-पी. एम. एस.]

एस. के. राव, निदेशक (एम. ई.)

New Delhi, the 18th March, 2003

S. O. 1039.—In exercise of the power conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In Part I of the Schedule against Serial Number 51, and the entries relating thereto, the following entries shall be added, namely:—

51. Baba Farid University of Health Sciences, Faridkot	Master of Dental Surgery (a) MDS (Prosthodontics & Crown Bridge) Baba Farid University of Health Sciences, Faridkot. (b) MDS (Periodontics) Baba Farid University of Health Sciences, Faridkot. (c) MDS (Conservative Dentistry) Baba Farid University of Health Sciences, Faridkot. (d) MDS (Pedodontics & Preventive Dentistry) Baba Farid University of Health Sciences, Faridkot. (e) MDS (Oral & Maxillofacial Surgery) Baba Farid University of Health Sciences, Faridkot.
	The following dental qualifications shall be recognized qualifications when granted on or after June, 2000 in respect of P.G. students of the following Dental Colleges in the specialities indicated below : Govt. Dental College, Patiala (a) MDS (Prosthodontics & Crown Bridge) (b) MDS (Periodontics) (c) MDS (Conservative Dentistry) (d) MDS (Periodontics & Preventive Dentistry) Govt. Dental College, Amritsar (a) MDS (Prosthodontics & Crown Bridge) (b) MDS (Periodontics) (c) MDS (Conservative Dentistry) (d) MDS (Pedodontics & Preventive Dentistry) (e) MDS (Oral & Maxillofacial Surgery)

[No. V-12018/1/2002-PMS]

S. K. RAO, Director (ME)

शहरी विकास और गरीबी उपशमन मंत्रालय

नई दिल्ली, 25 मार्च, 2003

का.आ. 1040.—भारत सरकार एतद्वारा शहरी विकास और गरीबी उपशमन मंत्रालय के प्रशासनिक नियंत्रण में सरकारी उपक्रम, आवास एवं नगर विकास निगम लिमिटेड (हडको) के निम्नलिखित क्षेत्रीय कार्यालयों को जहाँ 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, राजभाषा (संघ के

शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अन्तर्गत अधिसूचित करती है :—

1. हडको क्षेत्रीय कार्यालय देहरादून, गढ़वाल मंडल विकास निगम बिल्डिंग, 74/1, प्रथम मंजिल, राजपुर रोड, देहरादून-248001
2. हडको क्षेत्रीय कार्यालय, गुवाहाटी, पी एन बी जू रोड ब्रान्च के सामने आर जी बरुवा रोड, गणेशगुरी, गुवाहाटी-781005।

[सं० ई-11014/4/2000-हिन्दी]

एम. राजामणी, संयुक्त सचिव

MINISTRY OF URBAN DEVELOPMENT AND POVERTY ALLEVIATION

New Delhi, the 25th March, 2003

S.O. 1040.—The Government of India in pursuance of sub rule (4) of Rule 10 of the Official Language (Use for the Official purposes of the Union) Rules, 1976 hereby notifies the following Regional Offices of the Housing & Urban Development Corporation Ltd. (Hudco), a PSU under the administrative control of the Ministry of Urban Development and Poverty Alleviation, the 80% staff whereof have acquired the working knowledge in Hindi:—

1. Hudco Regional Office Dehradun, Garwal Mandal Vikas Nigam, Building, 74/1, 1st Floor, Rajpur Road, Dehradun-248001.
2. Hudco Regional Office Guwahati, opposit PNB Juh Road Branch, R.G. Barua Road, Ganeshguri, Guwahati-781005.

[No. E.-11014/4/2000-Hindi]

M. RAJAMANI, Jt. Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 17 मार्च, 2003

का.आ. 1041.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में दक्षिण मध्य रेलवे के मुख्य कारखाना प्रबंधक कार्यालय/हुबली कारखाना को तथा पूर्व रेलवे के प्रबंधक मुद्रण एवं लेखन सामग्री कार्यालय के सामान्य अनुभाग एवं सचिव/महाप्रबंधक/कार्यालय के पास अनुभाग को, जहाँ 80% से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है एतद्वारा अधिसूचित करता है।

[सं. हिन्दी-2001/रा.भा. 1/12/2]

राजीव रंजन जारुहार, सचिव, रेलवे बोर्ड

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 17th March, 2003

S.O. 1041.—Ministry of Railways (Railway Board), in pursuance of Sub-rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the official purposes of the Union) hereby notify the Chief Workshop Manager Office/Hubli workshop of South Central Railway and General Section of Manager/Printing and Stationary Office and Pass Section of Secretary/General Manager Office of Eastern Railway, where 80% of the officers/employees have acquired the working knowledge of Hindi:—

[No. Hindi-2001/OL-1/12/2]

R. R. JARUHAR, Secy., Railway Board.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 25 मार्च, 2003

का. आ. 1042— केन्द्रीय सरकार को लोकाहित में ~~यह~~ आवश्यक प्रतीत होता है कि कर्नाटक राज्य में मंगलौर से होती हुई बंगलौर तक पेट्रोलियम उत्पादों के परिवहन के लिए मैसर्स पेट्रोनेट एमएचबी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार के अर्जन या भूमि के नीचे पाइपलाइन बिछाने के संबंध में सक्षम प्राधिकारी, मंगलौर-बंगलौर पाइपलाइन परियोजना, पुराना उपायुक्त कार्यालय प्रांगण, मंगलौर- 575001 कर्नाटक को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

राज्य: कर्नाटक

जिल्ला: हासन

तालुका का नाम	ग्राम का नाम	सर्वे सं०	भाग हिस्सा सं० (यदि कोई हो)	क्षेत्रफल एकड़-गुन्टा
1	2	3	4	5
चन्नरायापट्टण	दोड्डकरडि	42 39 35		0-19 0-02 0-03
	वेल्लुगुलि	119 183 160 160 119 118 64 116	4 2 2 3 1 1वि	0-02 0-03 0-01 0-01 0-03 0-03 0-03 0-01

1	2	3	4	5
	काळेनहल्लि	76 17 18 18 21 75 75	2 1 1 2 1 2 3ए	0-01 0-02 0-05 0-04 0-08 0-08 0-01
	क्रिसनपुरा	7 (P)		0-02
	द्यावनूर	4 14		0-10 0-02
	गोविनकेरे	132 84 122	4 1	0-09 0-01 0-02
	ओबलापुरा	142 141 135 119 98	5 3 2 6 3बि	0-02 0-02 0-03 0-03 0-05
	भुवनहल्लि	21		0-02
	रायासमुद्रकावल्	8 33 73	4 2	0-05 0-02 0-02
		73 93 96 143 141 119 1	1	0-02 0-20 0-07 0-13 0-21 0-05 5-37
	विरूपाक्षपुरा	33 35		0-07 0-01
	मुलकेरि	44	1	0-02
	उन्नुरगेरे	82		0-01
	मादलगेरे	1		0-01
	बिलिकेरि	111 111 92	11 12 2	0-01 0-01 0-02
	तुप्पदहल्लि	71 85		0-03 0-01
	नरिहल्लि	95 94 96 108 108	3 1 4 4ए 4बि	0-01 0-01 0-05 0-03 0-12

1	2	3	4	5
	हुलवल्लि	45 45	4 3	0-02 0-01
	मेलहल्लि	19 18	1	0-08 0-16

राज्य : कर्नाटक

जिल्ला : चिकमगलूर

तालुका का नाम	ग्राम का नाम	सर्वे सं०	भाग हिस्स सं० (यदि कोई हो)	क्षेत्रफल एकड़-गुन्टा
1	2	3	4	5
मूडिगेरे	गुड्डि	199 227 246 248 259	- - - - -	0-17 0-17 0-09 0-26 0-15

राज्य : कर्नाटक

जिल्ला : दक्षिणाकन्नड

तालुका का नाम	ग्राम का नाम	सर्वे सं०	भाग हिस्स सं० (यदि कोई हो)	क्षेत्रफल एकड़ सैट
1	2	3	4	5
बंटवाल	बडगभेल्लूर अरल मूडनदुगोदु	53 185 141 141	5 1 2 ए 2 बि	0-12 0-16 0-89 0-12
मंगलूर	मलवूर बडगउलिपाडि	17 17 17 8 29	1 ए 3 6 25 2	0-09 0-06 0-05 0-12 0-14
वेल्लंगडि	नेरिया	59	3	0-25

[फा. सं. आर-31015/3/98-ओ.आर.-II (भाग III)]

हरीश कुमार, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 25th March, 2003

S. O. 1042.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products through Mangalore to Bangalore in the State of Karnataka, a pipeline should be laid by M/s. Petronet MHB Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section(I) of section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962. (50 of 1962), the Central Government hereby declares its intention to acquire the right of user in land described in the said Schedule;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of user therein or laying of the pipeline under the land to the Competent Authority, Mangalore-Bangalore Pipeline Project, Old Deputy Commissioner's Office Compound, Mangalore- 575 001, Karnataka.

SCHEDULE

STATE : KARNATAKA

DISTRICT : HASSAN

Name of Taluk	Name of Village	Survey No.	Part/ Hissa No. (if any)	EXTENT A - G
1	2	3	4	5
Channarayapatna	Doddakaradi	42		0-19
		39		0-02
		35		0-03
	Belaguli	119	4	0-02
		183	2	0-03
		160	2	0-01
		160	3	0-01
		119	1	0-03
		118		0-03
		64		0-03
		116	1B	0-01
	Kalenahalli	76	2	0-01
		17	1	0-02
		18	1	0-05
		18	2	0-04
		21	1	0-08
		75	2	0-08
		75	3A	0-01

1	2	3	4	5
Channarayapatna	Krishnapura	7(P)		0-02
	Dyavanur	4		0-10
		14		0-02
	Govinakere	132		0-09
		84	4	0-01
		122	1	0-02
	Obalapura	142	5	0-02
		141	3	0-02
		135	2	0-03
		119	6	0-03
		98	3B	0-05
	Bhuvanahalli	21		0-02
	Rayasamudrakaval	8		0-05
		33	4	0-02
		73	2	0-02
		73	1	0-02
		93		0-20
		96		0-07
		143		0-13
		141		0-21
		119		0-05
		1		5-37
	Virupakshapura	33		0-07
		35		0-01
	Mulakeri	44	1	0-02
	Ungaragere	82		0-01
	Madalagere	1		0-01
	Bilikeri	111	11	0-01
		111	12	0-01
		92	2	0-02
	Thupadahalli	71		0-03
		85		0-01
	Narihalli	95	3	0-01
		94	1	0-01
		96	4	0-05
		108	4A	0-03
		108	4B	0-12
	Hulavalli	45	4	0-02
		45	3	0-01
	Melahalli	19		0-08
		18	1	0-16

STATE : KARNATAKA

DISTRICT : CHIKMAGALUR

Name of Taluk	Name of Village	Survey No.	Part/ Hissa No. (if any)	EXTENT Acre- Guntas
1	2	3	4	5
Mudigere	Gutti	199	-	0-17
		227	-	0-17
		246	-	0-09
		248	-	0-26
		259	-	0-15

STATE: KARNATAKA

DISTRICT: DAKSHIN KANNADA

Bantwal	Badagabellur	53	5	0-12
	Arla	185	1	0-16
	Mudanadugodu	141	2A	0-89
		141	2B	0-12
Mangalore	Malavur	17	1A	0-09
		17	3	0-06
		17	6	0-05
		8	25	0-12
Belthangady	Badagaulipady	29	2	0-14
	Neriya	59	3	0-25

[No. R-31015/3/98-O.R.-II (Part III)]
HARISH KUMAR, Under Secy.

नई दिल्ली, 25 मार्च, 2003

का. आ. 1043.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50), की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय अधिसूचना संख्या का. आ. 2062, तारीख 6 जून, 2002, जो भारत के राजपत्र के भाग-2, खण्ड-3, उपखण्ड (ii) तारीख 22 जून, 2002 के पृष्ठ 5991 से पृष्ठ 5999 तक पर प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

- (अ) पृष्ठ 5995, पर गाँव "डांगरा" के सामने
- (i) खसरा नम्बर "745" में क्षेत्रफल "0-03" के स्थान पर क्षेत्रफल "0-02" रखा जाएगा ;
- (ब) पृष्ठ 5998, पर गाँव "बालवाड़ा" के सामने
- (i) खसरा नम्बर "130" में क्षेत्रफल "0-18" के स्थान पर, क्षेत्रफल "0-24" रखा जाएगा ;

[फा. सं. आर-31015/22/2001-ओ.आर.-II]
हरीश कुमार, अवर सचिव

New Delhi, the 25th March, 2003

S.O. 1043.— In exercise of the powers conferred by sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O 2062, dated the 6th June, 2002, published at pages 5999 to 6007, in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 22nd June, 2002, namely:-

In the Schedule to the said notification:-

- (a) at page 6003, against village 'DANGRA'
 - (i) in Khasra no. "745" for the area "0-03" the area "0-02" shall be substituted;
- (b) at page 6006, against village "BALWARA"
 - (i) in Khasra no. "130" for the area "0-18" the area "0-24" shall be substituted;

[No. R-31015/22/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 25 मार्च, 2003

का. आ. 1044.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962, (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2297 तारीख 12 जुलाई 2002, जो भारत के राजपत्र तारीख 13 जुलाई 2002 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरी लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी) द्वारा मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 12 सितम्बर 2002 को उपलब्ध करा दी गई थीं ;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उनका निपटान कर दिया गया है ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और केन्द्रीय सरकार, का उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी) में निहित होगा।

अनुसूची

तहसील:- भचाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
1. मोटी चीरड़	655		00	06	71
	656		00	24	42
	657		00	34	31
	658		00	16	46
	द्रावस 1003	पैकी	00	07	68
	651		00	10	43
	650/3		00	18	50
	650/2		00	14	76
	-	नाला	00	02	91
	648		00	00	59
	649		00	15	28
	द्रावस 1003	पैकी	00	56	86
	-	नदी	00	35	40
	द्रावस 1003	पैकी	00	15	33
	681		00	12	09
	682		00	31	43
	691		00	37	82
	690		00	08	27
	699/1		00	27	82
	-	कार्ट ट्रैक	00	01	86
	739		00	19	43
	740/1		00	24	34
	816		00	01	22
	817		00	37	37
	820		00	02	38

सील:- भचाऊ

जिला:- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
1. मोटी चीरइ (जारी...)	819		00	38	80
	823		00	36	90
	824		00	10	63
	810		00	31	67
	809/1		00	12	20
	771		00	11	61
	808		00	14	66
	789	पैकी	00	10	25
	789	पैकी	00	33	07
	790	पैकी	00	02	68
	788		00	20	38
	787		00	14	64
	792		00	05	09
	786/2		00	22	76
	795		00	20	98
	796		00	16	31
	797		00	30	28
	798/2		00	15	53
	-	नाला	00	08	36
	896		00	28	55
	898/1		00	46	94
2. लुणवा	385/1	पैकी	00	16	99
	388/1	पैकी	00	01	37
	393/2		00	18	48
	392/2		00	15	28
	392/1		00	11	30
	391/2		00	24	16

तहसील:- भचाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
2. लुणवा (जारी...)	390/1		00	05	82
	390/2		00	05	65
	-	कार्ट ट्रैक	00	02	35
	223/1		00	03	47
	223/2		00	16	39
	-	नदी	00	11	22
	222/1		00	00	40
	-	कार्ट ट्रैक	00	02	19
	235/1		00	00	88
	235/3		00	10	28
	235/2		00	00	05
	233		00	15	18
	231/2		00	27	02
	242/3		00	07	15
	242/2		00	14	94
	246/2		00	22	12
	247	पैकी	00	37	45
	-	कार्ट ट्रैक	00	01	86
	251/2		00	18	60
	252		00	32	27
	253		00	01	21
	254	पैकी	00	42	15
	255		00	14	92
	ट्रार्क्स 483/1	पैकी	00	62	91
	186	पैकी	00	29	28
	185	पैकी	00	50	76
	182	पैकी	00	02	17

तहसील:- भचाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम ,	सर्वे सँख्या	भाग यदी है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
2. लुणवा (जारी...)	483/21	पैकी	00	22	68
	द्वारस 483/1		00	16	18
	178		00	20	96
	483/22	पैकी	00	27	23
	द्वारस 483/1		00	16	03
	483/18		00	00	25
	483/17	पैकी	00	43	66
	483/16		00	47	62
	171		00	03	54
	483/15	पैकी	00	01	16
	170		00	21	33
	169		00	18	37
	168	पैकी	00	42	67
	167		00	00	60
	166		00	14	71
	165	पैकी	00	39	85
	483/14		00	48	50
3. चोपडवा	-	कार्ट ट्रैक	00	01	02
	96/1	पैकी	00	22	30
	96/2		00	03	87
	98		00	44	75
	100	पैकी	00	31	17
	104		00	49	76
	106		00	01	28
	107	पैकी	00	37	78
	109		00	00	29
	108		00	72	01

तहसील:- भचाऊ		जिला- कच्छ	राज्य :- गुजरात		
गाँव का नाम	सर्वे सँख्या	भाग यदी है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
3. चोपडवा	131	पैकी	00	16	26
(जारी...)	133	पैकी	00	17	00
4. भचाऊ	919/2		00	04	85
	919/1		00	44	65
	921/1		00	22	30
	921/2		00	17	82
	921/3		00	15	15
	924		00	43	92
	929		00	56	20
	930		00	12	22
	902		00	33	60
	901		00	36	04
	896	पैकी	00	58	07
	896	पैकी	00	03	70
	895		00	24	08
	894	पैकी	00	39	52
	893		00	05	87
	891	पैकी	00	21	03
	892		00	10	45
	885		00	21	83
	889		00	27	21
	888		00	24	00
	887		00	03	78
	886		00	00	06
	-	कार्ट ट्रैक	00	03	80
	834		00	21	00
	833/1		00	40	90

तहसील:- भचाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम ' 1	सर्वे संख्या 2	भाग यदि है तो 3	क्षेत्रफल 4		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
4. भचाऊ (जारी...)	831		00	42	39
	837		00	01	38
	840		00	32	28
	द्वारस 2000	पैकी	00	25	93
	844		00	23	73
	845/1		00	17	21
	846		00	48	32
	द्वारस 2000	पैकी	00	42	29
	850	पैकी	00	39	36
	850	पैकी	00	41	45
	851		00	21	68
	852/1	पैकी	00	56	15
	716/2		00	18	95
	715		00	18	69
	707/2		00	17	48
	708/1	पैकी	00	15	97
	706/1		00	14	59
	706/3		00	15	54
	706/2		00	01	12
	-	काट ट्रक	00	00	51
	703/1		00	27	46
	703/2		00	16	93
	702/1		00	07	36
	702/2		00	00	80
	702/3		00	07	94
	701/1	पैकी	00	00	08
	701/3		00	20	73

तहसील:- भचाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
4. भचाऊ (जारी...)	584/1		00	12	46
	584/3		00	12	34
	584/4		00	21	86
	583/2		00	00	03
	587		00	19	65
	-	कार्ट ट्रैक	00	00	65
	599/2		00	17	42
	599/1		00	24	00
	601		00	00	38
	609/1		00	12	17
	609/3	पैकी	00	17	74
	608		00	06	47
	-	कार्ट ट्रैक	00	01	25
	ट्रार्क्स 2000	पैकी	00	01	80
	504		00	29	04
	503/1	पैकी	00	23	88
	501		00	18	03
	500/2		00	16	16
	500/1	पैकी	00	04	33
	-	कार्ट ट्रैक	00	02	30
	499/2		00	22	88
	97/1	पैकी	00	34	70
	97/4		00	11	36
	96		00	23	83
	-	कार्ट ट्रैक	00	01	45
	90/1		00	19	23
	91/2		00	12	02

तहसील:- भचाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदी है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
4. भचाऊ (जारी...)	91/1	कार्ट ट्रेक	00	62	21
	117/1		00	17	94
	116		00	08	65
	-		00	01	06
	125		00	37	67
	127		00	30	81
5. वोध	432/4		00	03	91
	432/5		00	00	37
	425		00	38	12
	423/1		00	04	50
	421/1		00	12	21
	420		00	11	44
	419/3		00	11	17
	418/1		00	38	24
	417		00	13	42
	415		00	12	44
	414		00	16	67
	403		00	00	12
	402/1		00	17	05
	401/2		00	00	05
	401/1		00	14	69
	398		00	06	57
	400/1		00	15	13
	400/2		00	12	73
	382		00	37	50
	380/3		00	28	40
	380/2		00	07	68

तहसील:- भचाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
5. वोंध (जारी...)	380/1		00	19	12
	367/1	पैकी	00	12	34
	368/1	पैकी	00	18	69
	368/2		00	16	17
	-	कार्ट ट्रेक	00	01	06
	349		00	25	85
	347		00	12	12
	351/3		00	00	98
	351/4		00	03	72
	-	कार्ट ट्रेक	00	01	22
	339/1	पैकी	00	23	33
	342		00	22	07
	343		00	20	37
	321/1	पैकी	00	39	27
	320/3		00	09	37
	320/2		00	08	59
	322/2		00	10	77
	322/1		00	10	52
	-	कार्ट ट्रेक	00	01	56
	317/1		00	11	91
	-	कार्ट ट्रेक	00	01	38
	264/1		00	00	20
	264/2		00	00	25
	264/3		00	33	77

हसील:- भवाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
5. वोंध (जारी...)	269/3		00	02	52
	269/1		00	30	55
	267/2		00	26	16
	268/2		00	00	13
	243/1		00	11	75
	243/2	पैकी	00	12	17
	243/2	पैकी	00	07	61
	241/1		00	12	18
	234/1		00	05	95
	235		00	00	41
	236		00	37	27
	191		00	00	05
	237		00	25	06
	190	पैकी	00	19	56
	189/2		00	13	74
	-	कार्ट ट्रेक	00	00	99
	184		00	14	31
	185		00	27	66
	186/4		00	16	86
	-	कार्ट ट्रेक	00	01	09
	132/1		00	34	61
	ट्रावर्स 1421/1	पैकी	00	05	13
	131/1		00	17	24
	131/2		00	13	56

वृत्तिल:- भचाऊ

जिला- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
5. वोंध (जारी...)	130		00	15	59
	129	पैकी	00	23	30
	129	पैकी	00	18	43
	-	कार्ट ट्रैक	00	00	47

[फा. सं. आर-31015/3/2002-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 25th March, 2003

S.O. 1044.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.2297 dated the 12th July 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 13th July 2002, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of crude oil from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda crude oil pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas copies of the said Gazette notification were made available to the public on the 12th September 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and settled by the competent authority;

And whereas the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE**Taluka :- Bhachau****District :- Kutch****State :- Gujarat**

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
1. Moti Chirai	655		00	06	71
	656		00	24	42
	657		00	34	31
	658		00	16	46
	Trowers 1003	P	00	07	68
	651		00	10	43
	650/3		00	18	50
	650/2		00	14	76
	-	Nala	00	02	91
	648		00	00	59
	649		00	15	28
	Trowers 1003	P	00	56	86
	-	River	00	35	40
	Trowers 1003	P	00	15	33
	681		00	12	09
	682		00	31	43
	691		00	37	82
	690		00	08	27
	699/1		00	27	82
	-	Cart Track	00	01	86
	739		00	19	43
	740/1		00	24	34
	816		00	01	22
	817		00	37	37
	820		00	02	38

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
1. Moti Chirai (Contd.)	819		00	38	80
	823		00	36	90
	824		00	10	63
	810		00	31	67
	809/1		00	12	20
	771		00	11	61
	808		00	14	66
	789	P	00	10	25
	789	P	00	33	07
	790	P	00	02	68
	788		00	20	38
	787		00	14	64
	792		00	05	09
	786/2		00	22	76
	795		00	20	98
	796		00	16	31
	797		00	30	28
	798/2		00	15	53
	-	Nala	00	08	36
	896		00	28	55
	898/1		00	46	94
2. Lunwa	385/1	P	00	16	99
	388/1	P	00	01	37
	393/2		00	18	48
	392/2		00	15	28
	392/1		00	11	30
	391/2		00	24	16

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
2. Lunwa (Contd.)	390/1		00	05	82
	390/2		00	05	65
	-	Cart track	00	02	35
	223/1		00	03	47
	223/2		00	16	39
	-	River	00	11	22
	222/1		00	00	40
	-	Cart track	00	02	19
	235/1		00	00	88
	235/3		00	10	28
	235/2		00	00	05
	233		00	15	18
	231/2		00	27	02
	242/3		00	07	15
	242/2		00	14	94
	246/2		00	22	12
	247	P	00	37	45
	-	Cart track	00	01	86
	251/2		00	18	60
	252		00	32	27
	253		00	01	21
	254	P	00	42	15
	255		00	14	92
	Trowers 483/1	P	00	62	91
	186	P	00	29	28
	185	P	00	50	76
	182	P	00	02	17

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
2. Lunwa (Contd.)	483/21		00	22	68
	Trowers 483/1	P	00	16	18
	178		00	20	96
	483/22		00	27	23
	Trowers 483/1	P	00	16	03
	483/18		00	00	25
	483/17		00	43	66
	483/16		00	47	62
	171		00	03	54
	483/15		00	01	16
	170		00	21	33
	169		00	18	37
	168		00	42	67
	167	P	00	00	60
	166	P	00	14	71
	165		00	39	85
	483/14		00	48	50
3. Chopadwa	-	Cart track	00	01	02
	96/1	P	00	22	30
	96/2		00	03	87
	98		00	44	75
	100		00	31	17
	104	P	00	49	76
	106		00	01	28
	107		00	37	78
	109		00	00	29
	108		00	72	01

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
3. Chopadwa	131	P	00	16	26
(Contd...)	133	P	00	17	00
4. Bhachau	919/2		00	04	85
	919/1		00	44	65
	921/1		00	22	30
	921/2		00	17	82
	921/3		00	15	15
	924		00	43	92
	929		00	56	20
	930		00	12	22
	902		00	33	60
	901		00	36	04
	896	P	00	58	07
	896	P	00	03	70
	895		00	24	08
	894	P	00	39	52
	893		00	05	87
	891	P	00	21	03
	892		00	10	45
	885		00	21	83
	889		00	27	21
	888		00	24	00
	887		00	03	78
	886		00	00	06
	-	Cart Track	00	03	80
	834		00	21	00
	833/1		00	40	90

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
4. Bhachau (Contd...)	831		00	42	39
	837		00	01	38
	840		00	32	28
	Towers 2000	P	00	25	93
	844		00	23	73
	845/1		00	17	21
	846		00	48	32
	Towers 2000	P	00	42	29
	850	P	00	39	36
	850	P	00	41	45
	851		00	21	68
	852/1	P	00	56	15
	716/2		00	18	95
	715		00	18	69
	707/2		00	17	48
	708/1	P	00	15	97
	706/1		00	14	59
	706/3		00	15	54
	706/2		00	01	12
	-	Cart Track	00	00	51
	703/1		00	27	46
	703/2		00	16	93
	702/1		00	07	36
	702/2		00	00	80
	702/3		00	07	94
	701/1	P	00	00	08
	701/3		00	20	73

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
4. Bhachau (Contd...)	584/1		00	12	46
	584/3		00	12	34
	584/4		00	21	86
	583/2		00	00	03
	587		00	19	65
	-	Cart Track	00	00	65
	599/2		00	17	42
	599/1		00	24	00
	601		00	00	38
	609/1		00	12	17
	609/3	P	00	17	74
	608		00	06	47
	-	Cart Track	00	01	25
	Trowers 2000	P	00	01	80
	504		00	29	04
	503/1.	P	00	23	88
	501		00	18	03
	500/2		00	16	16
	500/1	P	00	04	33
	-	Cart Track	00	02	30
	499/2		00	22	88
	97/1	P	00	34	70
	97/4		00	11	36
	96		00	23	83
	-	Cart Track	00	01	45
	90/1		00	19	23
	91/2		00	12	02

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
4. Bhachau (Contd....)	91/1	Cart Track	00	62	21
	117/1		00	17	94
	116		00	08	65
	-		00	01	06
	125		00	37	67
	127		00	30	81
5.VONDH	432/4		00	03	91
	432/5		00	00	37
	425		00	38	12
	423/1		00	04	50
	421/1		00	12	21
	420		00	11	44
	419/3		00	11	17
	418/1		00	38	24
	417		00	13	42
	415		00	12	44
	414		00	16	67
	403		00	00	12
	402/1		00	17	05
	401/2		00	00	05
	401/1		00	14	69
	398		00	06	57
	400/1		00	15	10
	400/2		00	12	75
	382		00	37	50
	380/3		00	28	40
	380/2		00	07	68

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
5.VONDH	380/1		00	19	12
(Contd...)	367/1	P	00	12	34
	368/1	P	00	18	69
	368/2		00	16	17
	-	Cart Track	00	01	06
	349		00	25	85
	347		00	12	12
	351/3		00	00	98
	351/4		00	03	72
	-	Cart Track	00	01	22
	339/1	P	00	23	33
	342		00	22	07
	343		00	20	37
	321/1	P	00	39	27
	320/3		00	09	37
	320/2		00	08	59
	322/2		00	10	77
	322/1		00	10	52
	-	Cart Track	00	01	56
	317/1		00	11	91
	-	Cart Track	00	01	38
	264/1		00	00	20
	264/2		00	00	25
	264/3		00	33	77

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
5.VONDH (Contd...)	269/3		00	02	52
	269/1		00	30	55
	267/2		00	26	16
	268/2		00	00	13
	243/1		00	11	75
	243/2	P	00	12	17
	243/2	P	00	07	61
	241/1		00	12	18
	234/1		00	05	95
	235		00	00	41
	236		00	37	27
	191		00	00	05
	237		00	25	06
	190	P	00	19	56
	189/2		00	13	74
	-	Cart Track	00	00	99
	184		00	14	31
	185		00	27	66
	186/4		00	16	86
	-	Cart Track	00	01	09
	132/1		00	34	61
	Towers 1421/1	P	00	05	13
	131/1		00	17	24
	131/2		00	13	56

Taluka :- Bhachau

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
5.VONDH	130		00	15	59
(Contd...)	129	P	00	23	30
	129	P	00	18	43
	-	Cart Track	00	00	47

Foot Note : Notification S.O. 2297 dated the 12th July, 2002 published in the Gazette of India in Part II, Section 3, sub-section (ii)

[No. R-31015/3/2002-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 27 मार्च, 2003

का. आ. 1045.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 1479 तारीख 23 अप्रैल 2002, जो भारत के राजपत्र भाग-2, खंड 3, उपखण्ड (ii) तारीख 4 मई 2002 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरी लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी) द्वारा मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन परियोजना के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 26 जून 2002 को उपलब्ध करा दी गई थीं ;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त अक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी) में निहित होगा।

अनुसूची

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(1) मांडला	222		00	82	87
	283	पैकी	00	29	21
	283	पैकी कार्ट ट्रेक	00	01	10
	283	पैकी कार्ट ट्रेक	00	01	10
	284		00	21	94
	279		00	28	37
	277/1		00	13	88
	277/2		00	17	69
	276	पैकी	00	22	78
	276	पैकी	00	11	18
	---	कार्ट ट्रेक	00	01	10
	359		00	29	19
	360		00	10	57
	358	पैकी	00	17	60
	385		00	02	23
	386	पैकी	00	20	65
	387	पैकी	00	14	86
	388	पैकी	00	54	28
	388	पैकी कार्ट ट्रेक	00	01	10
	408		00	01	19
	404		00	18	38
	405		00	19	97
	406	पैकी	00	09	02
	406	पैकी	00	09	04
	407		00	33	58
	402	पैकी	00	05	37
	402	पैकी	00	23	73

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(1) मांडला (जारी)	401		00	32	52
	400		00	36	93
	399/2		00	18	17
	399/1	पैकी	00	29	70
	399/1	पैकी कार्ट ट्रैक	00	01	10
(2) जाखेल	78/1	पैकी	00	00	29
	79/2		00	37	35
	79/1		00	28	58
	81		00	24	22
	83		00	00	11
	82		00	26	60
	85		00	08	99
(3) शिरवाडा	222/1		00	06	52
	222/4		00	01	56
	222/3		00	02	56
	221/1	पैकी	00	10	68
	221/2		00	11	66
	220/1		00	00	38
	218/1		00	10	92
	218/2		00	07	75
	218/3		00	08	07
	217/1		00	13	30
	217/2		00	09	33
	216/1		00	09	76
	215/1		00	09	62
	215/2		00	11	36
	214	पैकी	00	17	50
	214	पैकी कार्ट ट्रैक	00	00	30

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(3) शिरवाडा (जारी)	212	पैकी	00	08	87
	265	पैकी	00	43	12
	265	पैकी कार्ट ट्रेक	00	15	18
	265	पैकी कार्ट ट्रेक	00	01	07
	211	पैकी	00	20	06
	267/2		00	19	66
	266/3		00	01	52
	270/1		00	17	66
	270/2		00	07	85
	269/1	पैकी	00	14	80
	389	पैकी	00	23	72
	389	पैकी कार्ट ट्रेक	00	01	10
	185		00	64	49
	394		00	08	13
	395/2		00	11	89
	396	पैकी	00	12	47
	398/1	पैकी	00	17	60
	398/2		00	09	28
	399	पैकी	00	03	30
	553		00	21	98
	555		00	20	70
	557/2		00	03	58
	557/1		00	12	56
	559		00	03	21
	---	कार्ट ट्रेक	00	01	10
	654/1		00	01	32
	652		00	30	10
	651		00	19	70

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(3) शिरवाडा	650	पैकी	00	10	35
(जारी)	649		00	32	78
(4) चांगा	111		00	04	93
	112/2		00	15	73
	113		00	20	69
	---	कार्ट ट्रैक	00	01	22
	130	पैकी	00	12	16
	130	पैकी	00	39	84
	129		00	09	00
	128	पैकी	00	00	40
	146		00	36	93
	---	कार्ट ट्रैक	00	01	36
	207/2		00	00	50
	---	कार्ट ट्रैक	00	00	50
	206	पैकी	00	16	45
	205		00	16	76
	209		00	32	90
	---	कार्ट ट्रैक	00	00	71
	294	पैकी	00	01	20
	295		00	34	77
	310	पैकी	00	23	52
	312	पैकी	00	19	65
	313	पैकी	00	02	14
	322	पैकी	00	17	36
	323	पैकी	00	01	10
	330		00	03	08
	331		00	17	92

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(5) अघगाम	62	पैकी	00	10	43
	61	पैकी	00	00	40
	60/1	पैकी	00	13	06
	60/1	पैकी कार्ट ट्रेक	00	01	10
	57/1	पैकी कार्ट ट्रेक	00	01	86
	57/1	पैकी	00	15	72
	58	पैकी	00	49	33
	111	पैकी	00	24	04
	113/1		00	19	71
	112/1		00	03	63
	114	पैकी	00	01	90
	114	पैकी	00	19	32
	114	पैकी कार्ट ट्रेक	00	01	20
	131/1	पैकी	00	20	66
	126		00	15	32
	127		00	20	60
	124/2		00	11	07
	123		00	22	45
	---	कार्ट ट्रेक	00	01	24
	202/1	पैकी	00	15	08
	202/1	पैकी कार्ट ट्रेक	00	01	10
	202/2		00	01	32
(6) नाथपुरा	49		00	21	99
	48		00	13	30
	44/1		00	26	14
(7) कुडवा	25		00	01	49
	134		00	16	26
	---	कार्ट ट्रेक	00	01	02

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(7) कुडवा	20/1	पैकी	00	38	95
(जारी)	20/1	पैकी	00	00	45
	16/3	पैकी	00	04	25
	---	कार्ट ट्रेक	00	01	00
(8) विमानेसडा	50		00	69	50
	48	पैकी	00	52	09
	46/1	पैकी	00	58	75
	46/1	पैकी	00	00	55
	45/2	पैकी	00	02	00
	45/2	पैकी	00	00	50
	44	पैकी	00	00	50
	44	पैकी	00	24	67
	---	कार्ट ट्रेक	00	02	50
	7/3	पैकी	00	22	04
	8	पैकी	00	12	88
	10	पैकी	00	12	20
	11/2		00	00	03
	9/1	पैकी	00	18	92
	12/2	पैकी	00	21	16
	12/2	पैकी	00	01	10
	12/1	पैकी	00	03	96
	---	कार्ट ट्रेक	00	01	36
	35/1		00	00	48
	34	पैकी	00	08	72
	33/1		00	17	40
	32/4		00	38	20
	31	पैकी	00	19	56

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

शौव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(9) ईन्द्रमाणा	281		00	11	68
	345		00	01	44
	346		00	15	16
	---	कार्ट ट्रेक	00	01	60
	347	पैकी	00	29	64
	348	पैकी	00	24	56
	348	पैकी	00	10	92
	350		00	39	64
	351	पैकी	00	40	12
	352		00	17	06
	362		00	00	70
	361		00	20	22
	354		00	29	00
	360	पैकी	00	07	84
	355	पैकी	00	31	38
	355	पैकी कार्ट ट्रेक	00	01	10
	356		00	09	84
	357		00	00	20
(10) राजपुर	141/4	पैकी कार्ट ट्रेक	00	01	10
	141/4	पैकी	00	25	92
(11) काकर	171		00	31	08
	172		00	31	02
	169		00	09	20
	---	कार्ट ट्रेक	00	01	10
	174		00	05	08
	175		00	29	16
	191		00	29	43
	176	पैकी	00	03	07
	190		00	30	31

तालुका :- कांकरेज

जिला :- बनासकांठ

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(11) काकर (जारी)	192		00	13	14
	193		00	06	74
	189		00	05	96
	188	पैकी	00	07	73
	188	पैकी कार्ट ट्रैक	00	01	10
	187	पैकी कार्ट ट्रैक	00	00	36
	187	पैकी	00	39	40
	179		00	13	36
	180	पैकी	00	12	03
	182		00	05	65
	183		00	36	83
	---	कार्ट ट्रैक	00	01	64
	161		00	00	18
	229	पैकी कार्ट ट्रैक	00	00	22
	229	पैकी	00	70	01
	233		00	24	34
	244	पैकी	00	10	66
	265		00	12	87
	266		00	18	06
	267		00	16	48
	268	पैकी	00	06	79
	269	पैकी	00	33	16
	269	पैकी कार्ट ट्रैक	00	01	58
	277		00	22	75
	273	पैकी	00	00	27
	275		00	21	45
	276		00	18	92
	278	पैकी	00	06	25

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(11) काकर (जारी)	278	पैकी	00	11	24
	278	पैकी	00	21	95
	279	पैकी	00	38	79
	279	पैकी	00	05	22
	279	पैकी	00	00	20
	280/2		00	00	64
	280/1		00	12	12
(12) नेकोई	138	पैकी	00	15	32
	139		00	25	20
	---	कार्ट ट्रेक	00	01	52
	137		00	10	89
	136		00	16	11
	135/2		00	08	64
	135/1		00	04	05
	133	पैकी	00	22	51
	132		00	10	08
	131	पैकी	00	07	38
(13) पादरडी	207	पैकी कार्ट ट्रेक	00	01	08
	207	पैकी	00	01	00
	211		00	00	52
	---	कार्ट ट्रेक	00	09	40
	213	पैकी	00	23	04
	213	पैकी	00	13	13
	213	पैकी कार्ट ट्रेक	00	01	10
	217/2		00	15	13
	218		00	05	52
	---	कार्ट ट्रेक	00	01	98
	264/2	पैकी	00	05	33

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(13) पादरडी	264/1		00	04	77
(जारी)	263		00	38	52
	261	पैकी	00	01	28
	260		00	30	69
	257/2	पैकी	00	33	80
	257/1		00	00	56
	258/1		00	01	52
	258/3		00	00	41
	258/2		00	15	68
	---	कार्ट ट्रैक	00	01	28
	256		00	07	04
	8		00	49	05
	7	पैकी	00	33	52
	7	पैकी	00	00	92
	33	पैकी	00	17	06
	33	पैकी	00	01	10
	36	पैकी	00	07	20
	34		00	26	20
	35	पैकी	00	13	89
	35	पैकी	00	01	04
	31		00	12	92
	30	पैकी	00	43	25
	30	पैकी	00	01	10
	45	पैकी	00	17	18
	46		00	06	80
	32		00	17	30
	47		00	19	24
	---	कार्ट ट्रैक	00	02	44

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(13) पादरडी	49	पैकी	00	36	80
(जारी)	49	पैकी	00	02	72
(14) चीमनगढ	196		00	22	10
	195/2		00	28	11
	193		00	32	30
	---	कार्ट ट्रेक	00	01	72
	192/3		00	15	25
	190/3		00	16	20
	190/2		00	03	83
	190/1		00	00	21
	189/1		00	07	09
	191		00	00	72
	179/1	पैकी कार्ट ट्रेक	00	01	10
	179/1	पैकी	00	29	30
	178/1		00	09	25
	178/2		00	05	87
	---	कार्ट ट्रेक	00	01	84
	113		00	16	58
	112	पैकी	00	04	20
	112	पैकी	00	02	24
	107	पैकी कार्ट ट्रेक	00	00	80
	107	पैकी	00	01	73
	108/2	पैकी कार्ट ट्रेक	00	00	55
	108/2	पैकी	00	15	08
	108/1	पैकी	00	26	30
	108/1	पैकी	00	26	83
	109		00	01	61
	103/1		00	40	05
	103/2	पैकी	00	21	51

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(15) रतनगढ	102	पैकी	00	02	24
	102	पैकी	00	19	04
	103		00	12	96
	104		00	03	65
(16) रवियाणा	19		00	15	64
	18	पैकी	00	07	65
	16/1		00	00	16
	17		00	15	68
	---	कार्ट ट्रेक	00	01	83
	28		00	20	71
	29	पैकी	00	14	49
	29	पैकी	00	01	10
	31	पैकी	00	27	24
	31	पैकी	00	13	28
	31	पैकी	00	12	16
	32		00	06	83
	33		00	05	32
	45		00	25	12
	44		00	16	51
	42		00	01	53
	56		00	47	19
	59	पैकी	00	01	10
	59	पैकी	00	35	59
	62	पैकी	00	15	75
	65	पैकी	00	15	02
	63		00	14	66
	64		00	05	70
	---	कार्ट ट्रेक	00	03	10

तालुका :- कांकरेज

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(16) रवियाणा (जारी)	90/1	पैकी	00	17	22
	89		00	15	33
	86		00	14	74
	113		00	29	79
	115		0	10	01
	114		00	03	73
	116		00	30	39
	117		00	08	37
	121		00	24	05
(17) खोडा	54	पैकी	00	05	63
	52		00	20	93
	53		00	22	50
	59		00	16	37
	60		00	25	12
	---	कार्ट ट्रैक	00	02	60
	44/4		00	05	65
	44/1		00	00	01
	44/2		00	02	67
	44/3		00	12	39
	41		00	29	33
	34/2		00	01	62
	34/1		00	06	51
	35		00	25	45
	36	पैकी	00	11	98
	33	पैकी	00	03	08
	32	पैकी	00	01	05
	32	पैकी	00	23	47
	32	पैकी	0	01	10
	31	पैकी	00	11	72
	31	पैकी	00	08	68
	31	पैकी	00	10	76
	30/2	कार्ट ट्रैक	00	06	27
	30/1		00	15	42
	29		00	27	03

1	2	3	4		
(18) खीमाणा	16		00	14	58
	---	कार्ट ट्रेक	00	02	48
	68	पेकी	00	19	89
	68	पेकी	00	05	70
	68	पेकी	00	04	05
	67		00	06	97
	66	पेकी	00	22	68
	66	पेकी	00	36	37
	76		00	28	24
	77	पेकी	00	13	87
	75		00	14	04
	98		00	28	13
	99/2	पेकी कार्ट ट्रेक	00	01	10
	99/2	पेकी	00	09	70
	99/1	पेकी	00	27	16
	101	पेकी	00	16	87
	93	पेकी	00	15	60
	92	पेकी	00	20	65
	92	पेकी कार्ट ट्रेक	00	01	10
	91		00	27	25
	132		00	23	41
	88		00	11	58
	---	कार्ट ट्रेक	00	02	38
	87/2		00	04	86
	87/1		00	00	19
	290/1		00	23	70
	290/2		00	05	03
	275	पेकी	00	13	74
	289		00	06	59
	276	पेकी	00	22	57
	288/1		00	01	71
	277/2		00	23	06
	278/1	पेकी	00	09	12
	278/1	पेकी	00	12	44
	278/1	पेकी कार्ट ट्रेक	00	00	80
	279		00	05	59
	268		00	27	63
	328		00	14	86

तालिका :- कांकरेज

जिला :- बनासकांठ

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
(18) खीमाणा (जारी)	329		00	24	35
	330/2		00	21	50
	330/1		00	05	82
	334	पैकी	00	09	05
	335		00	20	17
	336		00	23	48
	337		00	26	24
	---	कार्ट ट्रैक	00	01	96
	421	पैकी	00	28	28
	420		00	20	76
	419		00	34	00
	417/1		00	04	67
	418	पैकी	00	01	10
	418	पैकी	00	10	24
	---	कार्ट ट्रैक	00	01	59
	381		00	21	96
	382		00	12	72
	383		00	11	83
	384	पैकी	00	41	36
	386	पैकी	00	19	53
	386	पैकी	00	18	99

[फा. सं. आर-31015/4/2002-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 27th March, 2003

S. O. 1045.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.1474 dated the 29th April 2002 published in Gazette of India in Part II, section 3, sub-section (ii) dated the 4th May 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda crude oil pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas copies of the said Gazette notification were made available to the public on the 26th June 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and decided by the competent authority;

And whereas the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(1) MANDALA	222		00	82	87
	283	P	00	29	21
	283	P Cart Track	00	01	10
	283	P Cart Track	00	01	10
	284		00	21	94
	279		00	28	37
	277/1		00	13	88
	277/2		00	17	69
	276	P	00	22	78
	276	P	00	11	18
	---	Cart Track	00	01	10
	359		00	29	19
	360		00	10	57
	358	P	00	17	60
	385		00	02	23
	386	P	00	20	65
	387	P	00	14	86
	388	P	00	54	28
	388	P Cart Track	00	01	10
	408		00	01	19

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(1) MANDALA (Contd.)	404		00	18	38
	405		00	19	97
	406	P	00	09	02
	406	P	00	09	04
	407		00	33	58
	402	P	00	05	37
	402	P	00	23	73
	401		00	32	52
	400		00	36	93
	399/2		00	18	17
	399/1	P	00	29	70
	399/1	P Cart Track	00	01	10
(2) JAKHEL	78/1	P	00	00	29
	79/2		00	37	35
	79/1		00	28	58
	81		00	24	22
	83		00	00	11
	82		00	26	60
	85		00	08	99
(3) SIRWADA	222/1		00	06	52
	222/4		00	01	56
	222/3		00	02	56
	221/1	P	00	10	68
	221/2		00	11	66
	220/1		00	00	38
	218/1		00	10	92
	218/2		00	07	75
	218/3		00	08	07
	217/1		00	13	30
	217/2		00	09	33
	216/1		00	09	76
	215/1		00	09	62
	215/2		00	11	36
	214	P	00	17	50
	214	P Cart Track	00	00	30

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(3) SIRWADA (Contd.)	212	P	00	08	87
	265	P	00	43	12
	265	P Cart Track	00	15	18
	265	P Cart Track	00	01	07
	211	P	00	20	06
	267/2		00	19	66
	266/3		00	01	52
	270/1		00	17	66
	270/2		00	07	85
	269/1	P	00	14	80
	389	P	00	23	72
	389	P Cart Track	00	01	10
	185		00	64	49
	394		00	08	13
	395/2		00	11	89
	396	P	00	12	47
	398/1	P	00	17	60
	398/2		00	09	28
	399	P	00	03	30
	553		00	21	98
	555		00	20	70
	557/2		00	03	58
	557/1		00	12	56
	559		00	03	21
	---	Cart Track	00	01	10
	654/1		00	01	32
	652		00	30	10
	651		00	19	70

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(3) SIRWADA	650	P	00	10	35
	649		00	32	78
(3) SIRWADA (Contd.)					
(4) CHANGA	111		00	04	93
	112/2		00	15	73
(4) CHANGA	113		00	20	69
	---	Cart Track	00	01	22
(4) CHANGA	130	P	00	12	16
	130	P	00	39	84
(4) CHANGA	129		00	09	00
	128	P	00	00	40
(4) CHANGA	146		00	36	93
	---	Cart Track	00	01	36
(4) CHANGA	207/2		00	00	50
	---	Cart Track	00	00	50
(4) CHANGA	206	P	00	16	45
	205		00	16	76
(4) CHANGA	209		00	32	90
	---	Cart Track	00	00	71
(4) CHANGA	294	P	00	01	20
	295		00	34	77
(4) CHANGA	310	P	00	23	52
	312	P	00	19	65
(4) CHANGA	313	P	00	02	14
	322	P	00	17	36
(4) CHANGA	323	P	00	01	10
	330		00	03	08
(4) CHANGA	331		00	17	92

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(5) ADHGAM	62	P	00	10	43
	61	P	00	00	40
	60/1	P	00	13	06
	60/1	P Cart Track	00	01	10
	57/1	P Cart Track	00	01	86
	57/1	P	00	15	72
	58	P	00	49	33
	111	P	00	24	04
	113/1		00	19	71
	112/1		00	03	63
	114	P	00	01	90
	114	P	00	19	32
	114	P Cart Track	00	01	20
	131/1	P	00	20	66
	126		00	15	32
	127		00	20	60
	124/2		00	11	07
	123		00	22	45
	---	Cart Track	00	01	24
	202/1	P	00	15	08
	202/1	P Cart Track	00	01	10
	202/2		00	01	32
(6) NATHPURA	49		00	21	99
	48		00	13	30
	44/1		00	26	14
(7) KUNDVA	25		00	01	49
	134		00	16	26
	---	Cart Track	00	01	02

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(7) KUNDVA (Contd.)	20/1	P	00	38	95
	20/1	P Cart Track	00	00	45
	16/3	P	00	04	25
	---	Cart Track	00	01	00
(8) VIBHANESDA	50		00	69	50
	48	P	00	52	09
	46/1	P	00	58	75
	46/1	P Cart Track	00	00	55
	45/2	P	00	02	00
	45/2	P Cart Track	00	00	50
	44	P Cart Track	00	00	50
	44	P	00	24	67
	---	Cart Track	00	02	50
	7/3	P	00	22	04
	8	P	00	12	88
	10	P	00	12	20
	11/2		00	00	03
	9/1	P	00	18	92
	12/2	P	00	21	16
	12/2	P Cart Track	00	01	10
	12/1	P	00	03	96
	---	Cart Track	00	01	36
	35/1		00	00	48
	34	P	00	08	72
	33/1		00	17	40
	32/4		00	38	20
	31	P	00	19	56

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(9) INDRAMANA	281		00	11	68
	345		00	01	44
	346		00	15	16
	---	Cart Track	00	01	60
	347	P	00	29	64
	348	P	00	24	56
	348	P	00	10	92
	350		00	39	64
	351	P	00	40	12
	352		00	17	06
	362		00	00	70
	361		00	20	22
	354		00	29	00
	360	P	00	07	84
	355	P	00	31	38
	355	P Cart Track	00	01	10
	356		00	09	84
	357		00	00	20
(10) RAJPUR	141/4	P Cart Track	00	01	10
	141/4	P	00	25	92
(11) KAKAR	171		00	31	08
	172		00	31	02
	169		00	09	20
	---	Cart Track	00	01	10
	174		00	05	08
	175		00	29	16
	191		00	29	43
	176	P	00	03	07
	190		00	30	31

Taluka :- Kankrej-

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(11) KAKAR (Contd.)	192		00	13	14
	193		00	06	74
	189		00	05	96
	188	P	00	07	73
	188	P Cart Track	00	01	10
	187	P Cart Track	00	00	36
	187	P	00	39	40
	179		00	13	36
	180	P	00	12	03
	182		00	05	65
	183		00	36	83
	---	Cart Track	00	01	64
	161		00	00	18
	229	P Cart Track	00	00	22
	229	P	00	70	01
	233		00	24	34
	244	P	00	10	66
	265		00	12	87
	266		00	18	06
	267		00	16	48
	268	P	00	06	79
	269	P	00	33	16
	269	P Cart Track	00	01	58
	277		00	22	75
	273	P	00	00	27
	275		00	21	45
	276		00	18	92
	278	P	00	06	25

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(11) KAKAR (Contd.)	278	P	00	11	24
	278	P	00	21	95
	279	P	00	38	79
	279	P	00	05	22
	279	P	00	00	20
	280/2		00	00	64
	280/1		00	12	12
(12) NEKOI	138	P	00	15	32
	139		00	25	20
	---	Cart Track	00	01	52
	137		00	10	89
	136		00	16	11
	135/2		00	08	64
	135/1		00	04	05
	133	P	00	22	51
	132		00	10	08
	131	P	00	07	38
(13) PADARDI	207	P Cart Track	00	01	08
	207	P	00	01	00
	211		00	00	52
	---	Cart Track	00	09	40
	213	P	00	23	04
	213	P	00	13	13
	213	P Cart Track	00	01	10
	217/2		00	15	13
	218		00	05	52
	---	Cart Track	00	01	98
	264/2	P	00	05	33

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(13) PADARDI (Contd.)	264/1		00	04	77
	263		00	38	52
	261	P	00	01	28
	260		00	30	69
	257/2	P	00	33	80
	257/1		00	00	56
	258/1		00	01	52
	258/3		00	00	41
	258/2		00	15	68
	---	Cart Track	00	01	28
	256		00	07	04
	8		00	49	05
	7	P	00	33	52
	7	P	00	00	92
	33	P	00	17	06
	33	P	00	01	10
	36	P	00	07	20
	34		00	26	20
	35	P	00	13	89
	35	P	00	01	04
	31		00	12	92
	30	P	00	43	25
	30	P	00	01	10
	45	P	00	17	18
	46		00	06	80
	32		00	17	30
	47		00	19	24
	---	Cart Track	00	02	44

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(13) PADARDI (Contd.)	49	P	00	36	80
	49	P	00	02	72
(14) CHIMANGADH	196		00	22	10
	195/2		00	28	11
	193		00	32	30
	---	Cart Track	00	01	72
	192/3		00	15	25
	190/3		00	16	20
	190/2		00	03	83
	190/1		00	00	21
	189/1		00	07	09
	191		00	00	72
	179/1	P Cart Track	00	01	10
	179/1	P	00	29	30
	178/1		00	09	25
	178/2		00	05	87
	---	Cart Track	00	01	84
	113		00	16	58
	112	P	00	04	20
	112	P	00	02	24
	107	P Cart Track	00	00	80
	107	P	00	01	73
	108/2	P Cart Track	00	00	55
	108/2	P	00	15	08
	108/1	P	00	26	30
	108/1	P	00	26	83
	109		00	01	61
	103/1		00	40	05
	103/2	P	00	21	51

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(15) RATANGADH	102	P	00	02	24
	102	P	00	19	04
	103		00	12	96
	104		00	03	65
(16) RAVIYANA	19		00	15	64
	18	P	00	07	65
	16/1		00	00	16
	17		00	15	68
	---	Cart Track	00	01	83
	28		00	20	71
	29	P	00	14	49
	29	P Cart Track	00	01	10
	31	P	00	27	24
	31	P	00	13	28
	31	P	00	12	16
	32		00	06	83
	33		00	05	32
	45		00	25	12
	44		00	16	51
	42		00	01	53
	56		00	47	19
	59	P Cart Track	00	01	10
	59	P	00	35	59
	62	P	00	15	75
	65	P	00	15	02
	63		00	14	66
	64		00	05	70
	---	Cart Track	00	03	10

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(16) RAVIYANA (Contd.)	90/1		00	17	22
	89	P	00	15	33
	86		00	14	74
	113		00	29	79
	115		0	10	01
	114		00	03	73
	116		00	30	39
	117		00	08	37
	121		00	24	05
(17) KHODA	54		00	05	63
	52		00	20	93
	53		00	22	50
	59	P	00	16	37
	60		00	25	12
	---	Cart Track	00	02	60
	44/4		00	05	65
	44/1		00	00	01
	44/2		00	02	67
	44/3		00	12	39
	41		00	29	33
	34/2		00	01	62
	34/1		00	06	51
	35		00	25	45
	36	P	00	11	98
	33	P	00	03	08
	32	P	00	01	05
	32	P	00	23	47
	32	P	0	01	10
		Cart Track			

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha	Aa	Sq. m
1	2	3	4		
(17) KHODA (Contd.)	31	P	00	11	72
	31	P	00	08	68
	31	P	00	10	76
	30/2		00	06	27
	30/1		00	15	42
	29		00	27	03
(18) KHIMANA	16		00	14	58
	---	Cart Track	00	02	48
	68	P	00	19	89
	68	P	00	05	70
	68	P	00	04	05
	67		00	06	97
	66	P	00	22	68
	66	P	00	36	37
	76		00	28	24
	77	P	00	13	87
	75		00	14	04
	98		00	28	13
	99/2	P	00	01	10
	99/2	P	00	09	70
	99/1	P	00	27	16
	101	P	00	16	87
	93	P	00	15	60
	92	P	00	20	65
	92	P	00	01	10
	91		00	27	25
	132		00	23	41
	88		00	11	58

Taluka :- Kankrej

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(18) KHIMANA (Contd.)	---	Cart Track	00	02	38
	87/2		00	04	86
	87/1		00	00	19
	290/1		00	23	70
	290/2		00	05	03
	275	P	00	13	74
	289		00	06	59
	276	P	00	22	57
	288/1		00	01	71
	277/2		00	23	06
	278/1	P	00	09	12
	278/1	P	00	12	44
	278/1	P	00	00	80
	279		00	05	59
	268		00	27	63
	328		00	14	86
	329		00	24	35
	330/2		00	21	50
	330/1		00	05	82
	334	P	00	09	05
	335		00	20	17
	336		00	23	48
	337		00	26	24
	---	Cart Track	00	01	96
	421	P	00	28	28
	420		00	20	76
	419		00	34	00
	417/1		00	04	67
	418	P	00	01	10
	418	P	00	10	24
	---	Cart Track	00	01	59
	381		00	21	96
	382		00	12	72

1	2	3	4		
(18) KHIMANA (Contd.)	383		00	11	83
	384	P	00	41	36
	386	P	00	19	53
	386	P	00	18	99

[No. R-31015/4/2002-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 28 मार्च, 2003

का. आ. 1046— केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962, (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेट्रोलियम और प्राकृतिक गैस मन्त्रालय, भारत सरकार की अधिसूचना संख्या का. आ. 1154 तारीख 3 अप्रैल 2002, जो भारत के राजपत्र, तारीख 6 अप्रैल 2002, के भाग 2, खण्ड 3, उपखण्ड (ii) के पृष्ठ 3434 से पृष्ठ 3440 तक पर प्रकाशित की गई थी, निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की इस अनुसूची में :

- (क) पृष्ठ 3435 पर, स्तंभ 1 में आने वाले गाँव "गुन्दाला" के सामने
- (i) स्तंभ 2 में आने वाले सर्वे संख्या "327/2", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-19-76", के स्थान पर क्षेत्रफल "0-21-02", रखा जाएगा।
- (ii) स्तंभ 2 में आने वाले सर्वे संख्या "331", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-07-45", के स्थान पर क्षेत्रफल "0-08-87", रखा जाएगा।
- पृष्ठ 3436 पर, स्तंभ 1 में आने वाले गाँव "गुन्दाला" के सामने
- (iii) स्तंभ 2 में आने वाले सर्वे संख्या "393/1", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-41-80", के स्थान पर क्षेत्रफल "0-43-74", रखा जाएगा।
- (iv) स्तंभ 2 में आने वाले सर्वे संख्या "--", स्तंभ 3 में नाला, के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-00-70", के स्थान पर क्षेत्रफल "0-02-77", रखा जाएगा।
- (v) स्तंभ 2 में आने वाले सर्वे संख्या "375", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-08-22", के स्थान पर क्षेत्रफल "0-09-38", रखा जाएगा।
- (vi) स्तंभ 2 में आने वाले सर्वे संख्या "216", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-18-01", के स्थान पर क्षेत्रफल "0-22-48", रखा जाएगा।
- (vii) स्तंभ 2 में आने वाले सर्वे संख्या "214/1", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-24-61", के स्थान पर क्षेत्रफल "0-25-23", रखा जाएगा।

- (viii) स्तंभ 2 में आने वाले सर्वे संख्या “----”, स्तंभ 3 में कार्ट ट्रेक, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-02-71”, के स्थान पर क्षेत्रफल “0-04-06”, रखा जाएगा।
- (ix) स्तंभ 2 में आने वाले सर्वे संख्या “211/2”, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-04-06”, के स्थान पर क्षेत्रफल “0-12-86”, रखा जाएगा।
- (ख) पृष्ठ 3438 पर, स्तंभ 1 में आने वाले गाँव “मोखा” के सामने
- (i) स्तंभ 2 में आने वाले सर्वे संख्या “177/2”, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-07-63”, के स्थान पर क्षेत्रफल “0-09-40”, रखा जाएगा।
- (ii) स्तंभ 2 में आने वाले सर्वे संख्या “157”, स्तंभ 3 में पैकी, कार्ट ट्रेक, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-01-98”, के स्थान पर क्षेत्रफल “0-05-89”, रखा जाएगा।
- (iii) स्तंभ 2 में आने वाले सर्वे संख्या “153/2”, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-00-53”, के स्थान पर क्षेत्रफल “0-00-89”, रखा जाएगा।
- पृष्ठ 3439 पर, स्तंभ 1 में आने वाले गाँव “मोखा” के सामने
- (iv) स्तंभ 2 में आने वाले सर्वे संख्या “254/1”, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-27-56”, के स्थान पर क्षेत्रफल “0-28-79”, रखा जाएगा।
- (v) स्तंभ 2 में आने वाले सर्वे संख्या “254/4”, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-09-92”, के स्थान पर क्षेत्रफल “0-10-33”, रखा जाएगा।
- (ग) पृष्ठ 3439 पर, स्तंभ 1 में आने वाले गाँव “छसरा” के सामने
- (i) स्तंभ 2 में आने वाले सर्वे संख्या “325/2”, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-10-36”, के स्थान पर क्षेत्रफल “0-13-69”, रखा जाएगा।
- (ii) स्तंभ 2 में आने वाले सर्वे संख्या “ट्रावर्स 344/1”, स्तंभ 3 में पैकी, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-57-59”, के स्थान पर क्षेत्रफल “0-60-98”, रखा जाएगा।
- (iii) स्तंभ 2 में आने वाले सर्वे संख्या “263/1”, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-15-31”, के स्थान पर क्षेत्रफल “0-15-78”, रखा जाएगा।
- (iv) स्तंभ 2 में आने वाले सर्वे संख्या “133”, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-43-62”, के स्थान पर क्षेत्रफल “0-44-66”, रखा जाएगा।
- पृष्ठ 3440 पर, स्तंभ 1 में आने वाले गाँव “छसरा” के सामने
- (v) स्तंभ 2 में आने वाले सर्वे संख्या “125/1”, स्तंभ 3 में पैकी, के सामने स्तंभ 4 में आने वाले क्षेत्रफल “0-24-66”, के स्थान पर क्षेत्रफल “0-34-73”, रखा जाएगा।

- (vi) स्तंभ 2 में आने वाले सर्वे संख्या "122/2", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-20-05", के स्थान पर क्षेत्रफल "0-20-34", रखा जाएगा।
- (vii) स्तंभ 2 में आने वाले सर्वे संख्या "106", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-48-18", के स्थान पर क्षेत्रफल "0-49-55", रखा जाएगा।
- (viii) स्तंभ 2 में आने वाले सर्वे संख्या "100", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-05-06", के स्थान पर क्षेत्रफल "0-08-09", रखा जाएगा।
- (ix) स्तंभ 2 में आने वाले सर्वे संख्या "96", के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-02-85", के स्थान पर क्षेत्रफल "0-03-54", रखा जाएगा।
- (x) स्तंभ 2 में आने वाले सर्वे संख्या "ट्रावर्स 344/1", स्तंभ 3 में आने वाले पैकी, के सामने स्तंभ 4 में आने वाले क्षेत्रफल "0-61-12", के स्थान पर क्षेत्रफल "0-62-47", रखा जाएगा।

[फा. सं. आर-31015/2/2002-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 28th March, 2003

S.O S. O. 1046.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O 1154 dated the 3rd April 2002 published at pages 3441 to 3446, in Part II, section 3, sub-section (ii), of the Gazette of India, dated the 6th April 2002, namely:-

In Schedule to the said notification:-

(A) at page 3442, against Village "Gundala", occurring in column 1,-

- (i) in Survey No. "327/2" occurring in column 2, for the area "0-19-76" occurring in column 4, the area "0-21-02", shall be substituted;
- (ii) in Survey No. "331", occurring in column 2, for the area "0-07-45" occurring in column 4, the area "0-08-87", shall be substituted;

at page 3443, against Village "Gundala", occurring in column 1,-

- (iii) in Survey No. "393/1", occurring in column 2, for the area "0-41-80" occurring in column 4, the area "0-43-74", shall be substituted;
- (iv) in Survey No. "--", occurring in column 2, Nala occurring in column 3, for the area "0-00-70" occurring in column 4, the area "0-02-77", shall be substituted;
- (v) in Survey No. "375", occurring in column 2, for the area "0-08-22" occurring in column 4, the area "0-09-38", shall be substituted;
- (vi) in Survey No. "216", occurring in column 2, for the area "0-18-01" occurring in column 4, the area "0-22-48", shall be substituted;

- (vii) in Survey No. "214/1", occurring in column 2, for the area "0-24-61" occurring in column 4, the area "0-25-23", shall be substituted;
 - (viii) in Survey No. "--", occurring in column 2, Cart Track occurring in column 3, for the area "0-02-71" occurring in column 4, the area "0-04-06", shall be substituted;
 - (ix) in Survey No. "211/2", occurring in column 2, for the area "0-04-06" occurring in column 4, the area "0-12-86", shall be substituted;
- (B) at page 3444, against Village "Mokha", occurring in column 1,-
- (i) in Survey No. "177/2", occurring in column 2, for the area "0-07-63" occurring in column 4, the area "0-09-40", shall be substituted;
- at page 3445, against Village "Mokha", occurring in column 1,-
- (ii) in Survey No. "157", occurring in column 2, P, Card Track occurring in column 3, for the area "0-01-98" occurring in column 4, the area "0-05-89", shall be substituted;
 - (iii) in Survey No. "153/2", occurring in column 2, for the area "0-00-53" occurring in column 4, the area "0-00-89", shall be substituted;
 - (iv) in Survey No. "254/1", occurring in column 2, for the area "0-27-56" occurring in column 4, the area "0-28-79", shall be substituted;
 - (v) in Survey No. "254/4", occurring in column 2, for the area "0-09-92" occurring in column 4, the area "0-10-33", shall be substituted;
- (C) at page 3445, against Village "Chhasra", occurring in column 1,-
- (i) in Survey No. "325/2", occurring in column 2, for the area "0-10-36" occurring in column 4, the area "0-13-69", shall be substituted;
 - (ii) in Survey No. "Trowers 344/1", occurring in column 2, P occurring in column 3, for the area "0-57-59" occurring in column 4, the area "0-60-98", shall be substituted;
 - (iii) in Survey No. "263/1", occurring in column 2, for the area "0-15-31" occurring in column 4, the area "0-15-78", shall be substituted;
 - (iv) in Survey No. "133", occurring in column 2, for the area "0-43-62" occurring in column 4, the area "0-44-66", shall be substituted;
- at page 3446, against Village "Chhasra", occurring in column 1,-
- (v) in Survey No. "125/1", occurring in column 2, P occurring in column 3, for the area "0-24-66" occurring in column 4, the area "0-34-73", shall be substituted;
 - (vi) in Survey No. "122/2", occurring in column 2, for the area "0-20-05" occurring in column 4, the area "0-20-34", shall be substituted;

- (vii) in Survey No. "106", occurring in column 2, for the area "0-48-18" occurring in column 4, the area "0-49-55", shall be substituted;
- (viii) in Survey No. "100", occurring in column 2, for the area "0-05-06" occurring in column 4, the area "0-08-09", shall be substituted;
- (ix) in Survey No. "96", occurring in column 2, for the area "0-02-85" occurring in column 4, the area "0-03-54", shall be substituted;
- (x) in Survey No. "Trowers 344/1", occurring in column 2, P occurring in column 3, for the area "0-61-12" occurring in column 4, the area "0-62-47", shall be substituted;

[No. R-31015/2/2002-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 28 मार्च, 2003

का. आ. 1047.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तनस्थित अपरिष्कृत तेल संस्थापन से पंजाब राज्य में भटिंडा तक मुन्द्रा-भटिंडा पाइपलाइन से होकर अपरिष्कृत तेल के परिवहन के लिए गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए; और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग का अधिकार अर्जित किया जाए ; अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा करती है ; कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथाप्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग या भूमि के नीचे पाइपलाइन बिछाने के अधिकार का अर्जन करने के संबंध में श्री डी.के.पारिख, सक्षम प्राधिकारी, मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी), टाल पेटी नं-43 यूनिट-2, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, मु.पो. खास रोड, तालुका गोंधीधाम, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : मुन्द्रा		जिला : कच्छ		राज्य : गुजरात	
गाँव का नाम	सर्वे संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	मैन्टी आर
1	2	3	4		
(1) शेखडीया	-	नाला	00	05	25
(2) गुन्डाला	-	कार्ट ट्रैक	00	02	18
	-	नाला	00	03	08
	द्वारक 585/1	पैकी	00	03	21
	द्वारक 585/13	पैकी	00	25	76
(3) छसरा	126		00	04	50

[फा. सं. आर-31015/2/2002-ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 28th March, 2003

S. O. 1047.— Whereas it appears to the Central Government that it is necessary in the public interest, that for the transportation of crude oil from crude oil Terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra – Bathinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Ltd.) ;

And whereas, it appears to the Central Government that for the purpose of the laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (I) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of the notification issued under sub-section (I) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri D.K.PAREKH, Competent Authority, Mundra – Bathinda Crude Oil Pipeline, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd.), P.B.No. 43, Unit 2, HPCL, At & P.O. Khari Rohar, Tal. Gandhidham, State Gujarat.

SCHEDULE

Taluka: Mundra		District: Kutch		State: Gujarat	
Name of Village	Survey No.	Part if Any	ROU Area		
			Ha.	Ar.	Sq. Mt.
1	2	3	4		
(1) Shekhadia	-	Nala	00	05	25
(2) Gundala	-	Cart Track	00	02	18
	-	Nala	00	03	08
	Trowers 585/1	P	00	03	21
	Trowers 585/13	P	00	25	76
(3)Chhasra	126	-	00	04	50

श्रम मंत्रालय

नई दिल्ली, 3 मार्च, 2003

का. आ. 1048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 377/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2003 को प्राप्त हुआ था।

[सं. एल-12011/255/2000-आईआर (बी-II)]
सी. गंगाधरण, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 3rd March, 2003

S.O. 1048.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 377/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 26-2-2003.

[No. L-12011/255/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR****I.D. Misc. Case No. 54 of 2002**

(Arising out of ID Case No. 377 of 2001)

The Regional Manager,

Canara Bank,

Red Cross Building,

Sachivalaya Marg,

Bhubaneswar

Vs.

Shri J.K. Pattanaik

13-2-2003

This order arises on the application filed by the petitioner under Rule 28 of the Industrial Disputes (Central) Rules, 1957.

2. The facts giving rise for filing of the Misc. Petition may be stated in brief :—

3. The petitioner who was the 2nd Party in the original reference i.e. I.D. Case No. 377 of 2001 had challenged the punishment imposed on him by the Opp.

Party (1st Party-Management) for which reference was made to this Tribunal. After hearing of both the parties this Tribunal passed award on 21-8-2002 recording a finding that, the punishment imposed on the petitioner by the Opp. Party was shockingly disproportionate for the misconduct committed by the petitioner. The Management had imposed punishment by reducing the scale wage by two stages. This Tribunal modified the punishment recording a finding that the punishment of stoppage of two increments with cumulative effect would be just and proper. Award was notified in the Gazette notification and on receipt of the copy of the award after Gazette notification, the petitioner had filed the impugned application on the ground that the punishment which has been modified by the Tribunal has become more disproportionate. Hence, he has filed the present Misc. application for correction of the award.

4. The Opp. Party has resisted the application on the ground that, this Tribunal has got no jurisdiction to correct its award under Rule 28 of the Industrial Disputes (Central) Rules, 1957.

5. Rule 28 of the Industrial Disputes (Central) Rules reads as follows :—

“The Tribunal, Labour Court, National Tribunal may at any time correct any clerical mistake or error arising from an accidental slip or omission.”

While passing the award the Tribunal have modified the punishment but according to the petitioner the modified punishment is more shockingly disproportionate than the punishment which was imposed by the Management. So, even if it is accepted for the argument sake that the modified punishment passed by the Tribunal is wrong or is a mistake in my opinion, it would not come under clerical mistake or error arising from an accidental slip or omission. So, in that case, the Rule 28 of the Industrial Disputes (Central) Rules would not be applicable because the Tribunal has got no jurisdiction to review its own order and correct the same.

6. As per my above findings, I am of the opinion that, this Tribunal has got no jurisdiction under Rule 28 of the Industrial Dispute (Central) Rules, 1957 to review its own order and hence, this Misc. case is dismissed on contest but without cost. Inform the Ministry.

S. K. DHAL, Presiding Officer

नई दिल्ली, 3 मार्च, 2003

का. आ. 1049.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पुणे के पंचाट (संदर्भ सं. 13/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2003 को प्राप्त हुआ था।

[सं. एल-12012/11/2001-आईआर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd March, 2003

S.O. 1049.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2001) of the Industrial Tribunal Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 26-2-2003.

[No. L-12012/11/2001-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE SHRI R. B. PATLE: INDUSTRIAL
TRIBUNAL: PUNE**

Reference (IT) No. 13 of 2001

BETWEEN:

Canara Bank, .. First Party
Pune.

AND..

Shri V.G. Gaikwad, .. Second Party
Pune.

In the matter of : Termination of Service.

APPEARANCES : Shri B. G. Midge, Advocate
for the First Party.

Shri Gopale, Advocate

for the Second Party
27th January, 2003

AWARD

1. Under letter dated 8-5-2001 present reference under section 10 read with sub-section 2(A) (1) (d) of Industrial Disputes Act, 1947 is received by this court in respect of legality of termination of Party No. 2 is legal and justified.

2. After receipt of notice, Party No. 2 submitted Statement of Claim at Exh. U-3. Party No. 2 contended that termination of the services is illegal. Party No. 1 filed Written Statement at Exh. C-3 opposing the contentions of Party No. 2.

3. When matter came for hearing the parties have settle their claim under dispute as per Exh. UC-3. Both the parties have admitted said settlement before Court. Therefore, the reference is to be answered as settled by the parties under Exh. UC-3. Accordingly Award is passed in

terms of the settlement as per Exh. UC-3 reproduced below.

AWARD

- (i) The termination of the services of Party No. 2 is illegal and it is set-aside.
- (ii) That the Party No. 1 shall engage Party No. 2 as employee at half scale on daily wage basis at Junnar Branch.
- (iii) That Party No. 2 shall not claim backwages, costs or compensation in full settlement of the claim.
- (iv) Accordingly award is passed.
- (v) The Reference is answered that the termination of Party No. 2 is not legal and justified. Party No. 2 employee is entitled to reliefs as stated above.

27th January, 2003 R. B. PATLE, Industrial Tribunal, Pune

नई दिल्ली, 3 मार्च, 2003

क्रा. आ. 1050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ सं. 734/ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2003 को प्राप्त हुआ था।

[सं. एल-12012/231/99-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd March, 2003

S.O. 1050.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 734/ 2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 26-2-2003.

[No. L-12012/231/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Thursday, the 13th February, 2003

PRESENT:

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 734/2001

(Tamil Nadu Principal Labour Court CGID No. 2/2000)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of

the Industrial Disputes Act, 1947(14 of 1947), between the workman Sri A. Prabhu and the Management of Central Bank of India, Chennai.]

BETWEEN

Sri A. Prabhu : I Party/Workman

AND

The Regional Manager,
Central Bank of India,
Chennai. : II Party/Management

APPEARANCE:

For the Workman : M/s. Row & Reddy.
Advocates

For the Management : M/s. T. S. Gopalan & Co.
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/231/99/IR(B-II) dated 28-12-1999.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where the same was taken on file as CGID No. 2/2000. When the matter was pending enquiry in that Principal Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Tamil Nadu Principal Labour Court, this case has been taken on file as I.D. No. 734/2001 and notices were sent to the counsel on record on either side informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 01-11-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement and Counter Statement of the respective parties were filed earlier before the Tamil Nadu Principal Labour Court, when the matter was pending there for adjudication.

Upon perusing the Claim Statement, Counter Statement, the documentary evidence let in on either side, the other material papers on record, after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the management of Central Bank of India is justified in dismissing Sri A. Prabhu, Clerk from the services of the bank ? If not, to what relief he is entitled?”

2. The averments in the Claim Statement of the I Party/Workman Sri A. Prabhu (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the II Party/Management Central Bank of India, Chennai during the year 1985 as a Clerk. From November, 1988 the Petitioner was working at Ennore branch of the II Party/Central Bank of India. But for the incident in question, the Petitioner had an unblemished record of 8 years of service. On 11-12-93 the Petitioner was suspended pending enquiry into certain alleged misconduct by the Regional Manager of the bank. Later on, the Petitioner was issued with a charge sheet dated 29-3-93. The Petitioner submitted his explanation denying the charges. Based on the said charge sheet, a domestic enquiry was conducted and ultimately he was dismissed from service by an order dated 18-11-94 by the Regional Manager. The Petitioner preferred an appeal dated 3-1-95 against the order to the Assistant General Manager. He also rejected the appeal of the Petitioner by an order dated 2-2-95. Thereafter, the Petitioner had been approaching various authorities of the bank to prove his innocence and to revoke the order of punishment. Since the management did not consider his request, he raised an industrial dispute under section 2A of Industrial Disputes Act, 1947 before the Assistant Labour Commissioner (Central) for conciliation. The attempt made by the Petitioner before the conciliating authority ended in a failure, hence the matter has been referred by the Central Govt. as an industrial dispute for adjudication to this Tribunal. While working in the Ennore branch of the Respondent/Bank, the Petitioner was suspended by an order dated 3-2-93 on the ground that certain fictitious entries were made in C.D. account No. 73 of M/s. Rajam Stores. On 16-2-93 a show cause notice was issued to the petitioner alleging that he had misappropriated a sum of Rs. 2000/- from the account of HSS Account No. 723 of Mr. Dayanathan. The petitioner gave his reply letter dated 22-2-93 and 10-3-93 denying the allegation and requested the management to revoke the order of suspension. The bank issued a charge sheet dated 29-3-93 containing two charges alleging that the petitioner made fictitious credit entry of Rs. 30,000/- in pass book of C.D. account No. 73 of M/s. Rajam Stores and misappropriated the same and that on 12-12-92 one Mr. Dayanathan HSS Account holder No. 723 approached the petitioner with a withdrawal slip to draw Rs. 2000/- from his account and remit the same into HSS account No. 438 of S. Ramamurthy his uncle and that the petitioner suggested this transaction can be carried by transfer without actual drawal of cash and that Mr. Dayanathan relying on his words, gave the passbook along with the withdrawal slip and that the Petitioner received the same and made entry in the pass book to that effect ‘To Tr’ and whereas in fact, the Petitioner had not transferred the amount and misappropriated Rs. 2000/- of Dayanathan.

In the enquiry conducted by the Management, the Petitioner was not given fair opportunity to defend the charges. The management took no efforts to bring the proprietrix of M/s. Rajam Stores. The passbook of M/s. Rajam Stores and certain pay-in-slips were marked through the Branch Manager. The Enquiry Officer relied upon those documents while holding the Petitioner guilty of the first charge. The enquiry has been conducted in a gross violation of principles of natural justice. The finding of the Enquiry Officer is perverse and contrary to the evidence on record. The Enquiry Officer travelled and exceeded beyond the charge and taken extraneous and irrelevant things into account while holding the Petitioner guilty of the charges. Hence, the punishment awarded to the Petitioner based on such a finding is illegal and liable to be set aside. The Disciplinary Authority, without considering the various grounds raised by the Petitioner in his explanation dated 30-8-94 showing as to how the findings are bad, had issued 2nd show cause notice dated 22-10-94 proposing extreme punishment of dismissal from service without notice. Though the Petitioner had pointed out in the personal hearing before the Disciplinary Authority as to how the Enquiry Officer's findings are perverse, the Disciplinary Authority without considering the same imposed extreme punishment of dismissal by a non-speaking order dated 18-11-94. Sri A. V. Rao, who participated in the preliminary enquiry had been appointed as Disciplinary Authority. He was pre-determined to impose the punishment against the Petitioner. He was biased and prejudiced right from the beginning. So, the Petitioner requested the Assistant General Manager to change him from the post of Disciplinary Authority. Against the punishment order, the Petitioner preferred an appeal to Assistant General Manager and the same was rejected by him by his order dated 10-02-95. The Appellate Authority has not given any valid or acceptable reasons, while confirming the order of the Disciplinary Authority. Neither the Disciplinary Authority nor the Appellate Authority had considered the past record of service of the Petitioner while imposing the extreme and drastic punishment of dismissal from service. The non-consideration of the past record of service is contrary to the provisions of the Bipartite Settlement and the settled position of law. The punishment of dismissal is disproportionate to the alleged charges. It is arbitrary, illegal and unjustified and also an act of victimisation and unfair labour practice. The Petitioner is entitled to the relief of reinstatement with continuity of service and back wages and all other attendant consequential benefits. Hence, it is prayed that an Award may be passed holding that the action of the Respondent/Bank in imposing the punishment of dismissal from service against the Petitioner is illegal and unjustified and the Respondent/Bank may be directed to reinstate the Petitioner in service with all attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Central Bank of India, Chennai,

(hereinafter refers to as Respondent) are briefly as follows :—

The Petitioner is put to strict proof of every allegation in the Claim Statement. The findings of the Enquiry Officer and the order passed by the Disciplinary Authority which had been confirmed by the Appellate Authority are all proper and just, they do not require any interference by this Hon'ble Tribunal. The proceedings have been conducted by strictly adhering to the principles of natural justice and in terms of Bipartite Settlement. The Petitioner had been throughout given proper opportunity to put forward his case. For the misconduct committed by the Petitioner, he was issued a charge memo and on the basis of the charges, a departmental enquiry was initiated against the Petitioner. The admission of the Petitioner in respect of the ledger and pass book entries in the enquiry clearly proved that on various occasions, whenever cash remittances were made by M/s. Rajam Stores through the Petitioner, they were entered in the pass book but were not reflected in the ledger. He has not offered any explanation as to why he has deviated from the normal procedure that he is fully aware of the same. As DW3 the Petitioner has admitted that he is in the habit of receiving cash along with pay-in-slips from M/s. Rajam Stores and made entries in the pass book with actual cash receipts but did not credit to C.D. account of M/s. Rajam Stores. It is also proved during his examination that he held the cash of the customer with him and credited the amounts in piecemeal depending on the clearing cheque requirements of M/s. Rajam Stores, the customer. In this process, he received Rs. 30,000/- on 3-10-92 and entered the pass book with Rs. 30,000/- but did not credit the same in the account, inasmuch as there is no corresponding entry in the ledger and scroll book evidencing the said transaction. The first charge levelled against the Petitioner was clearly proved when his various admissions made during his cross examination coupled with the clinching documentary evidence filed on behalf of the management in the enquiry proceedings. While deciding the conduct of the Petitioner and to find whether it is a case of misappropriation by the Petitioner, the past transactions done by the Petitioner had been taken into consideration. The Enquiry Officer after taking into consideration all these factors has come to the conclusion that the first charge is clearly proved as no exception can be taken to the findings of the Enquiry Officer. The Enquiry Officer after considering all the evidence and records has come to the conclusion that the charge No. 2 also has been clearly proved. After the departmental enquiry, the bank had to pay a sum of Rs. 2000/- with interest to Mr. Ramamurthy by crediting his account No. 438. The issuance of suspension order is purely an administrative one, once a prima-facie case is made out considering the gravity of the charge involved. After conducting a regular departmental enquiry giving ample opportunity to the Petitioner to prove his innocence and after going through the entire enquiry proceedings, as well as the findings of the Enquiry Officer, the Disciplinary

Authority concurring with the views of the Enquiry Officer has found that both the charges are proved. Considering the gravity of the proved misconduct of the Petitioner, the Disciplinary Authority awarded the punishment of dismissal of the Petitioner from service without notice. That order was passed by him after scrupulously following the procedures in terms of the Bipartite Settlement. The Appellate Authority also concurred with the findings of the Disciplinary Authority, while dismissing the appeal. In a financial institution like the Respondent, financial discipline and integrity of the employee should be of the highest order, but this is totally absent in the Petitioner's case. Whether there is any financial loss or not to the Respondent, once the case of misappropriation is proved irrespective of the amount involved, such a person cannot be retained in the banking institution where highest integrity and honesty of the employee is expected. Customers repose confidence and faith on the employees of the bank and this should be preserved and guarded at all costs. The Petitioner has indulged in unhealthy activities of misappropriating the party's funds which is highly objectionable and criminal in nature. In view of the gravity of the charges involved and after conducting a departmental enquiry and after the charges have been clearly proved, the Petitioner was dismissed from service. In a departmental enquiry, it is sufficient if the charges are reasonably proved. The Petitioner was given ample opportunity to defend the charges as could be seen from the enquiry proceedings. The charge sheet was issued to the Petitioner only after a thorough investigation was conducted and prima-facie case was made out against the Petitioner. The past record of the member need not be considered, when the charge of misappropriation has been proved in a departmental enquiry and such a person should not be retained in service particularly when he is working in a financial institution. Hence, it is prayed that this Hon'ble Court may be pleased to pass an award upholding the action of the Respondent/Bank Management in imposing the punishment of dismissal from service against the Petitioner as justified and dismiss the claim of the Petitioner with costs.

4. When the matter was taken up for enquiry, no one has been examined on either side as a witness. Documents filed on either side have been marked by consent as Ex. W1 to W6 and M1 to M70- Learned counsel on either side has advanced their respective arguments.

5. The point for my consideration is -

"Whether the management of Central Bank of India is justified in dismissing Sri A. Prabhu, Clerk from the services of the bank? If not, to what relief he is entitled?"

Point :—

This industrial dispute has been raised by the 1 party/ workman Sri A. Prabhu challenging the action of the Respondent Central Bank of India Management in

dismissing him from service as unjustified. It is admitted that the Petitioner who was working as a Clerk at the Ennore branch of the Respondent Central Bank of India was suspended on 11-12-93 pending enquiry into certain alleged misconduct. He was issued with a memo dated 3-2-93 alleging that he had made some fictitious entry in C.D. account No. 73 in the CD passbook of M/s. Rajam Stores for Rs. 30,000/- on 3-10-92 and he was called upon to explain the same and since the explanation given by him was not acceptable by them, he was issued a show cause as to why disciplinary action should not be initiated against him. The xerox copy of that memo is Ex. M1. The Petitioner has submitted his written explanation dated 13-2-93. The xerox copy of the same is Ex. M2. Then another memo dated 16-2-93 was issued to Petitioner by Respondent/Bank for another alleged misconduct and was called upon to submit his explanation. The xerox copy of that memo is Ex. M3. The Petitioner has submitted his explanation dated 10-3-93 for that memo. The xerox copy of the same is Ex. M4- The Respondent/Management having found the reply of the Petitioner unsatisfactory, issued a charge memo dated 29-3-93. The xerox copy of the same is Ex. M5. Then a domestic enquiry was conducted. The xerox copy of the proceedings of the domestic enquiry is Ex. M6. On conclusion of the domestic enquiry, the Presenting Officer has submitted his written brief to the Enquiry Officer. The xerox copy of the same is Ex. M7. After considering the entire materials the Enquiry Officer has submitted his findings that both the charges levelled against the Petitioner has been proved. The xerox copy of that findings of the Enquiry Officer is Ex. M10. The Disciplinary Authority sent a communication dated 9-8-94 to the Petitioner enclosing the copy of the findings of the Enquiry Officer and calling upon the Petitioner to submit his submissions for the findings of the Enquiry Officer. The xerox copy of that letter dated 9-8-94 is Ex. M8. Subsequently, the Disciplinary Authority by a letter dated 22-8-94 has informed the Petitioner that the earlier letter with the findings of the Enquiry Officer sent to his address were returned by the postal authorities with an endorsement that 'party not found in each time on many occasions' and in view of the same, the findings of the Enquiry Officer is again sent to him for submission of his explanation for the findings of Enquiry Officer. The xerox copy of that letter is Ex. M9. In reply to the communication under Ex. M9, the Petitioner has sent a letter dated 30-8-94 to the Disciplinary Authority as his explanation to the Enquiry Officer's findings. Along with that reply, the Petitioner has enclosed the copy of the defence arguments. The Enquiry Officer has made his observation on the defence arguments. The xerox copy of the same is Ex. M12. Then the Petitioner was issued 2nd show cause notice dated 22-10-1994 by the Disciplinary Authority proposing the punishment to be imposed for the proved charges. The xerox copy of that 2nd show cause notice is Ex. M13. For that the Petitioner has sent a reply dated 5-11-94 to the Disciplinary Authority stating that he

may be allowed to appear before him for personal hearing on 7-11-94. The xerox copy of that letter is Ex. M14. Then again the Petitioner sent another letter dated 7-11-94 to the Disciplinary Authority requesting him to permit him to appear on 18-11-94. The xerox copy of that letter is Ex. M15. A personal hearing was conducted on 18-11-94 by the Disciplinary Authority. The charge sheeted employee, the Petitioner herein has attended the personal hearing along with his defence representative. The minutes of that personal hearing of the Disciplinary Authority has been recorded. The xerox copy of the same is Ex. M16. Then the Disciplinary Authority has passed a final order dated 18-11-94 imposing the punishment of dismissal from service without notice. The xerox copy of that order is Ex. M17. In pursuance of the final order, an administrative order dated 18-11-94 was passed by the Regional Manager of the Respondent/Bank. The xerox copy of the same is Ex. M18.

6. It is the contention of the 1 Party/Workman that he made the entry in the pass book for Rs. 30,000/- on 3-10-92 by mistake and the party also did not make any claim with regard to the above said credit entry and it was a clerical mistake and the same will not amount to misappropriation and it is also not the case of the customer that she deposited Rs. 30,000/- on 3-10-92 and the same has not been given credit in her account and that on the contrary the customer only made good the excess drawing made by her which was due to the mistake of the management. Hence the charge of misappropriation for Rs. 30,000/- will not lie against the Petitioner and the bank has not suffered any loss and the customer has also not preferred any complaint. It is his further contention that the management had not examined Mrs. Rajam, the proprietrix of M/s. Rajam Stores or her husband to substantiate the charge and though nothing has been proved in the enquiry, in respect of the first charge against the Petitioner, the Enquiry Officer has giving his finding that the charge is proved by taking into account certain extraneous and irrelevant transactions certain pay-in-slips held by the Petitioner on earlier occasions and certain entries made in passbook for arriving at the conclusion that the charge has been proved. It is also the contention of the Petitioner that for the finding of the Enquiry Officer that the Petitioner has withheld the cash of customer and credited the amount in piecemeal depending upon the clearing cheque requirements of the customer and the same would amount to misappropriation of customer's funds, at no point of time, the customer had complained about misappropriation of his funds and it is his contention that the findings of the Enquiry Officer is perverse and bad in law. A perusal of the entire enquiry proceedings with the oral and documentary evidence let in before the Enquiry Officer establishes that only on the basis of the sufficient evidence let in by the management to prove the first charge against the Petitioner, the Enquiry Officer has come to the conclusion that the charge has been proved against him. Hence, it cannot be said that it is perverse finding of the

Enquiry Officer. There is a fictitious entry available in the pass book of the customer, which is admittedly made by the Petitioner on 3-10-92. But, it is his contention that he has made it by mistake. This fictitious entry made in the passbook by the Petitioner is not having corresponding entries in the other records of the bank is not disputed by the Petitioner. Corresponding credit entry to the tune of Rs. 30,000/- is not available on the same day in the ledger, scroll and cash receipt maintained in the bank. It is not disputed as the Petitioner was working as Receiving Cashier on that day. From the perusal of the enquiry proceedings, it is seen that there is sufficient materials to show that M/s. Rajam Stores constituent used to give cash to the charge sheeted employee and he used to deposit in the account of the customer depending upon the clearing cheque requirement of the customer. These method of operating the account of the customer by the charge sheeted employee the Petitioner herein which was put to him when he was examined himself as defence witness before the domestic enquiry has not been disputed by him. The various deposit challans for cash, pay-in-slips exhibited as management documents before the Enquiry Officer during the domestic enquiry were admittedly in the handwriting of the Petitioner, charge sheeted employee. All those documents have been exhibited as management documents in the domestic enquiry, thereby, it was established before the Enquiry Officer by the management that the customer Rajam Stores used to give cash to the Petitioner and the Petitioner used to withhold the cash of the customer and used to credit the amounts in piecemeal depending upon the clearing cheque requirement of the customer. It is the evidence of the Manager before the Enquiry Officer that in spite of his efforts, he could not struck out the balance and then he enquired Mr. Dhanapal about the position of balancing and he also could not ascertain and find out the difference. The various entries available in the books of accounts of the Respondent/Bank in respect of the transaction of M/s. Rajam Stores show that the Petitioner is prone of such malpractices, thus, it does not refer to the misconduct alleged in the charge memo. From those earlier incidents, it is evident that the Petitioner was in the habit of making fictitious entries and since the concerned customer is not affected by the entries, no complaint has been preferred by the customer against the Petitioner. It is the evidence of the Manager before the Enquiry Officer that Mrs. Rajam refused to give a complaint in writing as the money sent for remittance through the Petitioner have been received by them. So the customer was under legitimate impression from the entries that the amount has been remitted. In the enquiry also, the charge sheeted employee, the Petitioner herein has not chosen to examine that customer Rajam Stores to say that they have not given Rs. 30,000/- to prove that it is an error or mistaken entry made by the Petitioner. So non-examination of a customer by the Management in the domestic enquiry is no way affect the case of the management against the charge

sheeted employee, when especially the management has got positive evidence for that entry has been made in the passbook by the Petitioner himself by way of his admission. When the Petitioner has admitted that he who made that entry in the passbook and it is a mistaken entry the burden shifts on him to prove that it is only a mistaken entry by examining the customer to say that Rs. 30,000/- was not given for deposit to make that entry in her passbook. So under such circumstances, it cannot be said that the Enquiry Officer has erred in holding that the charge No. 1 has been proved without any basis or evidence and it is only a perverse finding.

7. The 2nd charge against the Petitioner that on 12-12-1992 one Mr. Dayananthan HSS accountholder No. 723 approached the Petitioner with the withdrawal slip to draw Rs. 2000/- from his account and remit the same into HSS account No. 438 of Sri S. Ramamoorthy, his Uncle and that the Petitioner suggested this transaction can be carried by transfer without actual drawal of cash and that Mr. Dayananthan relying on his words gave the passbook along with the withdrawal slip and that the Petitioner received the same and made entry in the passbook to the effect "To Tr" and whereas, in fact the Petitioner had not transferred the amount and misappropriated Rs. 2000/- of Dayananthan. It is the contention of the Petitioner that on 12-12-1992 Dayananthan came to the bank to withdraw Rs. 2000/- from his account and he gave the withdrawal slip duly filled up for Rs. 2000/- along with his passbook and token No. 9 was issued to him after making entry in his passbook and ledger to the effect that withdrawal was by cash. Thereafter, the Petitioner sent the passbook along with withdrawal slip to the passing officer and that Dayananthan after tendering the token to the payment cashier received Rs. 2000/- and that the Payment Cashier Mr. Haribabu has confirmed this in the enquiry, that Dayananthan has received Rs. 2000/- from him on 12-12-1992. But, the relative of Dayananthan Mr. Ramamoorthy only has given complaint that Rs. 2000/- was not transferred to his account from Dayananthan's account but Dayananthan has not given any complaint to that effect that he has not received Rs. 2000/- either on 12-12-1992 or on any other date. It is his further contention that the evidence in respect of the second charge adduced on the side of the Management has not proved that the Petitioner has committed the said misconduct, instead of the Enquiry Officer relying upon the evidence of Haribabu the Payment Cashier has disbelieved the same and ignoring all the other facts held this charge is proved, hence it is a perverse finding.

8. It is contended on the side of the Respondent/ Management that the Petitioner had made an entry as "To Tr" in the debit side of the passbook No. 723 for Rs. 2000/- and gave it to Mr. Dayananthan. Mr. Ramamoorthy having found that no entry is made in his pass book for the transfer of that amount from

Dayananthan's account, he had lodged a complaint in the Regional Office of the Respondent. It is further contended that the Petitioner instead of transferring the amount on 12-12-92, has assured to Dayananthan treated it as cash transaction by tendering token No. 9 by himself and received the payment on 12-12-92 from the cashier Haribabu without signing on the reverse of the withdrawal slip by stating that Mr. Dayananthan had requested him to collect the amount on his behalf and thus, the Petitioner failed to carry out the transfer as assured to Dayananthan but received the cash of Rs. 2000/- by himself and misappropriated the same. Ex. M40 is the xerox copy of the said withdrawal slip for Rs. 2000/-. Ex.M38 is the xerox copy of the pass book of Sri Dayananthan for his S.B. Account No. 723. In that passbook, there is a last entry for December, 12th mentioning "To Tr" in the 'Particulars column' and by mentioning the figures Rs. 2000/- in the 'withdrawal column'. Earlier, the same Dayananthan had given withdrawal slips on 5-9-92 for Rs. 1750/- from his account No. 723 and in that withdrawal slip the rubber stamp seal is there as 'Transfer'. Accordingly, a challan has been prepared on the same day for Rs. 1750/- for crediting that amount in account No. 438 in the name of Sri S. Ramamoorthy and in that challan the rubber stamp 'Transfer' has been affixed. The xerox copy of that challan is Ex.M.56. It is a pay-in-slip. Ex.M44 is the xerox copy of the extract from 'transfer entry book' of the date 12-12-92. Here in this book there is no entry available showing the transfer of Rs. 2000/- from the account No. 723 of Mr. Dayananthan to the account No. 438 of Sri Ramamoorthy. Even though there is an entry available in the passbook of Dayananthan on 12-12-92 by mentioning "To Tr" Rs. 2000/-. It is not disputed that Petitioner only had made that entry in the passbook of Dayananthan. It is the contention of the Respondent/ Management that the Petitioner alone has presented the withdrawal slip to withdraw the cash, and by giving the token and he only has given the token No. 9. The said Ramamoorthy has given a complaint to Regional Manager dated 9-2-93. The xerox copy of the same is Ex.M24. In that complaint he has narrated what has happened on 12-12-92 with regard to the withdrawal of Rs. 2000/- in account No. 723 of Dayananthan. The same Ramamoorthy has given two complaints on 23-2-93 one to Municipal Administration, Chepauk and another to Regional Manager of Respondent/Bank stating that the Petitioner has threatening him in respect of the transfer transaction of Rs. 2000/- in the bank of account of his sister's son Dayananthan to his account and the complaint he has preferred for the same to the bank management. In those complaints he has also stated that he has been threatened by the Petitioner through police to obtain statement in favour of the Petitioner. These two complaints have been marked as management exhibits in the domestic enquiry and Mr. Ramamoorthy was examined as witness in the domestic enquiry. The said ramamoorthy is an officer in the Govt. of Tamil Nadu had no necessity to make a false

complaint under Ex.M31 and M32 against the Petitioner. There is no explanation from the Petitioner also as to why he made the transfer entry in the pass book of Dayananthan as a false entry. No explanation has been offered by the Petitioner for the entry he had made in the passbook of Dayananthan for Rs. 2000/- on 12-12-1992. The said Dayananthan has been examined as a witness before the Enquiry Officer. He was given evidence before Enquiry Officer stating that on 12-12-1992 between 11.30 to 12.00 am he came to the branch to take money out of his account and deposit the same into his Uncle's account and at that time, Parthasarathy came from the studio to the branch to take money from his uncle's account. At that time he had given the withdrawal slip filled in to the Petitioner to draw the money and the Petitioner told him that he will fill the same for him and took his passbook and put entry as 'transfer' and gave it back to him. If really it is false, there is no reason for these people to give evidence complaining against the Petitioner. So from these evidence, the second charge levelled against the Petitioner has been made out and the same has been taken into consideration by the Enquiry Officer. The cashier Haribabu has been examined as DW1. He has admitted in his evidence that he has given a letter dated 11-2-93 stating that he paid Rs. 2000/- to Petitioner and however, subsequently, he gave another letter contradictory to his earlier statement. It is seen from the enquiry proceedings that the officers concerned to whom the Haribabu gave the earlier statements have been examined as management witnesses in the domestic enquiry and the defence representative has cross examined them. No suggestion was put to them that pressure was exercised by them, on Haribabu for getting a statement from him forcefully. So no weight has been attached to the subsequent letter of Haribabu and his evidence to that effect by the Enquiry Officer in his considering his evidence. If really, the cashier Haribabu has paid the amount to Dayananthan, there was no necessity for the Petitioner to make the transfer entry in the passbook of Dayananthan. So it is highly improbable that a sum of Rs. 2000/- would have been paid across the counter to Mr. Dayananthan. So it is proved by sufficient evidence before the Enquiry Officer that taking advantage of the withdrawal slip given to the Petitioner by Dayananthan along with token the Petitioner has received the cash from the Cashier and has misappropriated the same for his personal use. It is also seen from the enquiry proceedings that the said Ramamoorthy as MW1 has given evidence elaborately as to how pressure was used on him by Petitioner and his father through police officials after the complaint was given by him to the bank. The defence representative while cross examining him has not put a suggestion to that effect that he preferred only false complaint against the Petitioner and the Petitioner has not threatened him with police. Considering all these facts only, the Enquiry Officer has come to the conclusion that the second charge levelled against the Petitioner also has been proved properly by

the management. It is the contention of the Respondent/Management that after the departmental enquiry, the bank has to pay a sum of Rs. 2000/- with interest to Mr. Ramamoorthy by crediting his account No. 438. This has not been denied or disputed by the Petitioner. So from this also, it cannot be said that without any evidence or basis, the Enquiry Officer has given his finding that the second charge levelled against the Petitioner also has been proved and it is a preverse finding.

9. A perusal of the entire records clearly show that after conducting a regular departmental enquiry and by giving ample opportunity to the Petitioner to defend himself effectively and after going through the entire enquiry proceedings and as well as the order of the Enquiry Officer, the Disciplinary Authority had concurred with the findings of the Enquiry Officer that the charges levelled against the Petitioner had been proved and after considering the gravity of the proved misconduct, the Disciplinary Authority awarded the punishment to the Petitioner/Workman after scrupulously following the procedures in terms of Bipartite Settlement. Like that the Appellate Authority also concurred with the views of the Disciplinary Authority and dismissed the appeal. As rightly contended by the learned counsel for the Respondent/Management that in a financial institution like the Respondent financial discipline and integrity of the employee should be of the highest order. Whether there is any financial loss or not to Respondent once the case of misappropriation is proved irrespective of the amount involved, such a person cannot be retained in a banking institution, where highest integrity and honesty of the employee is expected. As per his further contention, customers repose confidence and faith in the employees of the bank and this should be preserved and guarded at all costs. From the proved misconducts of the Petitioner, it is seen that they are very grave in nature and the financial institution like the Respondent/Bank should not retain such persons in service when the charges like misappropriation has been proved in a departmental enquiry. On a perusal of the entire records clearly show that the arguments advanced by the learned counsel for Respondent/Management can be accepted as valid and correct. Under such circumstances, it can be easily concluded that the action of the management of Central Bank of India in dismissing the concerned workman Sri A. Prabhu, Clerk from the services of the bank is a justified one and the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

10. In the result, and Award is passed holding that the concerned workman Sri A. Prabhu is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—			17-06-93		
On either side			None		
Documents Exhibited :—			16-12-93 to		
For the I Party /Workman :—			18-12-93		
Ex. No. Date Description			22-02-94 to		
			25-02-94		
W1	25-02-93	Xerox copy of the memo issued to Mr. Haribabu.			02-03-94
W2	11-03-93	Xerox copy of the reply given by Haribabu to the memo.	M7	Nil	Xerox copy of the written brief of II Party/Management Submitted to Enquiry Officer.
W3	16-03-93	Xerox copy of the letter submitted by defence Representative to the Zonal Manager.	M8	09-08-94	Xerox copy of the letter issued by Disciplinary Authority.
W4	10-03-94	Xerox copy of the letter submitted by defence Representative to the Zonal Manager.			To Petitioner enclosing the findings of Enquiry Officer.
W5	03-01-95	Xerox copy of the appeal preferred by Petitioner To Appellate Authority.	M9	22-08-94	Xerox copy of the letter issued by Disciplinary Authority.
W6	10-02-95	Xerox copy of the order of Appellate Authority.			To Petitioner enclosing the findings of Enquiry Officer.
For the II Party/Management :—			M10	06-08-94	Xerox copy of the findings of the Enquiry Officer.
Ex.No. Date Description			M11	30-08-94	Xerox copy of the reply given by Petitioner enclosing.
M1	03-02-93	Xerox copy of the memo issued to Petitioner.			Copy of defence arguments.
M2	13-02-93	Xerox copy of the reply given by the Petitioner to memo.	M12	29-08-94	Xerox copy of the observation of Enquiry Officer on Defence arguments.
M3	16-02-93	Xerox copy of the memo issued to Petitioner.	M13	22-10-94	Xerox copy of the show cause memo issued to Petitioner.
M4	10-03-93	Xerox copy of the reply to the memo submitted by Petitioner.	M14	05-11-94	Xerox copy of the letter from Petitioner to Disciplinary Authority.
M5	29-03-93	Xerox copy of the charge sheet issued to Petitioner.	M15	07-11-94	Xerox copy of the letter from Petitioner to Disciplinary Authority
M6	27-04-93	Xerox copy of the enquiry proceedings.	M16	18-11-94	Xerox copy of the proceedings of personal hearing.

M17	18-11-94	Xerox copy of the order of Disciplinary Authority dismissing the Petitioner.	M31	23-02-93	Xerox copy of the letter from Ramamoorthy to Municipal Commissioner, Chepauk.
M18	18-11-94	Xerox copy of the administrative order issued to Petitioner.	M32	23-02-93	Xerox copy of the letter from Mr. Ramamoorthy to Regional Manager of Respondent/Bank.
M19	25-11-92	Xerox copy of the letter of Dhanapal, Sub-Accountant to Regional Manager.	M33	26-02-93	Xerox copy of the letter from Ennore branch to Regional Manager of Respondent/Bank.
M20	25-11-92	Xerox copy of the letter from Mr. V. Selvaraj, Guard.	M34	26-03-93	Xerox copy of the letter from Ennore branch to Regional Manager of Respondent/Bank.
M21	25-11-92	Xerox copy of the letter from Petitioner to Regional Manager.	M35	25-02-93	Xerox copy of the letter from Mr. Selvaraj to Regional Manager of Respondent/Bank.
M22	25-11-92	Xerox copy of the letter from Ennore Branch Manager to Regional Manager of Respondent/Bank.	M36	10-03-93	Xerox copy of the letter from Petitioner to Regional Manager of Respondent/Bank.
M23	22-12-92/ 05-01-93	Xerox copy of the letter from Ennore Branch Manager to Regional office.	M37	19-09-92 to 16-11-92	Xerox copy of the statement of accounts of.
M24	09-02-93	Xerox copy of the letter from Ramamoorthy to Regional Manager of Respondent/Bank.	M38	18-01-89	M/s. Rajam Stores CD A/c. with Ennore branch.
M25	11-02-93	Xerox copy of the letter from Mr. Dayananthan to Regional Manager of Respondent/Bank.	M39	17-09-92 to 19-11-92	Xerox copy of the pass book of HSS A/c. 723 Of Sri P. Dayananthan.
M26	11-02-93	Xerox copy of the letter from Mr. Parthasarathy to Regional Manager of Respondent/Bank.	M40	12-12-92	Xerox copy of the pass book of CD A/c. No. 73 of M/s. Rajam Stores.
M27	12-02-93	Xerox copy of the letter from M. Ramachandran to Regional Manager of Respondent/Bank.	M41	18-01-89 to 01-02-83	Xerox copy of the withdrawal slip of S.B.A/c. No 723 for Rs.2000/-
M28	15-02-93	Xerox copy of the letter from Ennore branch to Regional Manager of Respondent/Bank.	M42	09-09-92 to 01-02-93	Xerox copy of ledger folio of HSS A/c. No. 723 of Sri Dayananthan.
M29	13-02-93	Xerox copy of the letter from Petitioner to Regional Manager of Respondent/Bank.	M43	12-12-92	Xerox copy of the ledger folio of HSS A/c. No. 438 of Sri Ramamoorthy.
M30	22-02-93	Xerox copy of the letter from Petitioner to Regional Manager of Respondent/Bank.			Xerox copy of the pages 258 & 259 of Cash Payment Register of Respondent/Bank.

M44	12-12-92	Xerox copy of the transfer entry book page 7 of Respondent/Bank.			C.D. account of M/s. Rajam Stores for Rs.11000/-.
M45	12-12-92	Xerox copy of the token register page 144 of Respondent/Bank.	M60	06-08-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.2000/-.
M46	11-02-93	Xerox copy of the letter of Haribabu in Telegu to Regional Manager with English version.	M61	26-08-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.5000/-.
M47	12-02-93	Xerox copy of the letter from Regional Manager to Mr. Haribabu.	M62	28.08.92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.2500/-.
M48	25-11-92	Xerox copy of the letter of Haribabu in Telegu to Regional Manager with English version.	M63	01-09-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.30000/-.
M49	25-11-92	Xerox copy of the letter of Kandiah in Telegu to Regional Manager with English version.	M64	01-09-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.2500/-.
M50	09-09-92 & 28-11-92	Xerox copy of the outward cheque returned register of Respondent/Bank.	M65	02-09-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.11000/-.
M51	04-05-90 to 01-10-93	Xerox copy of the statement of accounts of HSS A/c. 1818 of Mr. Prabhu.	M66	03-09-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.8500/-.
M52	30-11-88 to 08-12-92	Xerox copy of the statement of accounts of HSS A/c No. 11 of Mr. Prabhu.	M67	04-09-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.4000/-.
M53	12-08-92 to 24-12-92	Xerox copy of the scroll book of Respondent/Bank.	M68	-	Xerox copy of the scroll book for A/c.No.11 and 1818 of Sri A.Prabhu during the period 02-06-92 to 10-8-92.
M54	11-08-92 to 17-11-92	Xerox copy of the current account ledger sheet.	M69	18-01-89	Xerox copy of the account opening form No. 723 of Mr. Dayananthan.
M55	05-09-92	Xerox copy of the withdrawal slip for Rs.1750 drawn on HSS A/c.723 of Sri Dayananthan.	M70	23-12-92	Xerox copy of the letter from Dt. Co-ordinator to Regional Manager.
M56	05-09-92	Xerox copy of the pay-in-slip for Rs.1750 into HSS Account No.438 of Sri S. Ramamoorthy.			
M57	06-06-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.3000/-.			
M58	09-06-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into C.D. account of M/s. Rajam Stores for Rs.4500/-.			
M59	04-08-92	Xerox copy of the pay-in-slip pertaining to cash Remitted into			

नई दिल्ली, 5 मार्च, 2003

का. आ. 1051.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्पकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ सं. 266/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 को प्राप्त हुआ था।

[सं. एल-12011/103/2000-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 5th March, 2003

S.O. 1051—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 266/2000) of the Central Govt. Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, received by the Central Government on 04-03-2003.

[No. L-12011/103/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NAGPUR
PRESENT : Shri B. G. Saxena, Presiding Officer**

Reference No. CGIT-266/2000

CENTRAL BANK OF INDIA

AND

SHRI PRAVEEN DESHKAR & OTHERS

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by Clause (d) of Sub Section (1) and Sub Section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-12011/103/2000/IR (B-II) dated 24-08-2000 on following schedule.

SCHEDULE

"Whether the action of the management of Central Bank of India through it's Zonal Manager, Zonal Office, Nagpur in not absorbing to Shri Praveen Deshkar and 6 others workmen as per list as Sub-Staff is legal, proper and justified? If not, what relief the said workmen are entitled and from what date?"

Praveen Deshkar and 6 others namely (1) Narendra N. Shete (2). Mr. Subodha B. Ramteke (3). Mr. Suresh N. Nerkar (4). Mr. Kailash P. Shete (5). Mr. Mukund B. Kalaskar (6). Mr. Raju Manchawatwar have submitted their Statement of Claim through General Secretary, Central Bank Staff

Union, Nagpur on 21-09-2000. It is mentioned in the Statement of Claim that all the above 7 employees of the bank were eligible to appear in examination for Written Test for recruitment of Sub-Staff in November, 1991. On the demand of the union a Written Test was conducted on 15-11-98 by Zonal Manager, Nagpur. The management allowed 10 more persons alongwith these 7 persons to appear in the examination. These 7 employees who have raised the dispute have claimed that they should be absorbed in service as full time Sub-Staff from 1991 and they should be awarded notional seniority from 1991.

The management of the Central Bank of India denied the claim of these workmen. They have mentioned in their Written Statement that these workmen were working purely as a daily wage workman. The temporary workmen were allowed to appear in the test on 15-11-98. From the directions of the Central Office 10 other persons were also permitted to appear for recruitment test held on 15-11-98. These 7 employees have not given the dates and the period for their actual working and as such in the absence of any particulars it is practically impossible for the management to produce the entire bulky wage vouchers. The management is maintaining the seniority list of regular employees and after absorption these 7 workmen will be included in the Seniority List. On the availability of the vacancies they would be automatically absorbed in regular service. They can not claim notional seniority from 1991. Only after their absorption in the regular cadre they would be entitled for other benefits.

From the side of the parties the documents have been filed. The management of Central Bank did not produce any oral evidence, as per their application dt. 25-04-02. The counsel for the management had moved application that the management of Central Bank of India does not want to adduce any oral evidence.

From the side of the workmen, affidavits of Subodh B. Ramteke, Narendra N. Shete, Raju G. Manchawatwar, Praveen Deshkar were filed. They were cross examined by the counsel for the management.

Subodh B. Ramteke stated in cross examination that he was appointed in the leave vacancy of regular employee. He appeared in the Written Test on 15-11-98. Nobody has been called for work because there is no vacancy in the bank so far. The Writ file by them in the High Court. Writ Petition No. 3126/91 has been dismissed by the High Court on 04-08-92.

Narendra N. Shete mentioned in cross examination that as there is no leave vacancy, he is not called for work. The waiting list has been prepared by the bank after Written Test dated 15-11-98. His name is in that list. Nobody has been employed on the basis of this Waiting List as there is no vacancy in the bank.

Raju G. Marchawatwar stated that no settlement between Workmen & Management has been filed in this Court. The

bank management has told them that there is no permanent vacancy in the bank. They will be absorbed when there will be any vacancy. None of the 17 persons who are in the Waiting List has been provided any regular appointment.

Praveen Deshkar also stated in cross examination that there is no vacancy in the bank so he has not been provided work. None of the 17 persons who appeared in the test on 15-11-98, has been appointed. His name is in the Waiting List but he has not been provided work as there is no vacancy in the bank.

In their Written Argument the management has stated that the claimants in this case, are not the employees of the bank. These persons had claimed the same relief of absorption in service in Writ petition No. 3126/91 before the Hon'ble High Court but the Hon'ble High Court has dismissed the Writ petition on 04-08-92. No person junior to these workmen has been absorbed by the bank. No new person has been appointed by the bank after conducting Written Test on 15-11-98. In view of the above facts the argument of the workman's representative that they should be absorbed from 02-11-91 is baseless. The advocates of both the parties have submitted Written Arguments. They did not argue the case orally.

Considering the entire oral and documentary evidence on record, the claim of the workmen is baseless. The action of the management of Central Bank of India, Nagpur in not absorbing Shri Praveen Deshkar and 6 others workmen who have submitted the claim, is legal, proper and justified.

ORDER

The action of the management of Central Bank of India through it's Zonal Manager, Zonal Office, Nagpur in not absorbing Praveen Deshkar and 6 others is legal, proper and justified. The management has clearly mentioned in their W.S. dt. 01-03-01 that these workmen will be absorbed in service on the availability of the vacancies in the bank. The reference is therefore disposed of accordingly. The workmen are not entitled to the relief claimed by them.

Date: 13-2-03

B. G. SAXENA, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

का.आ. 1052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एल० आई० सी० ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ सं. 198/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 को प्राप्त हुआ था।

[सं. एल-17012/18/96-आई. आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 5th March, 2003

S.O. 1052.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 198/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the annexure, in the Industrial Dispute between the employers in relation to the management of L.I.C. of India and their workman, which was received by the Central Government on 04-03-2003.

[No. L-17012/18/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NAGPUR**
Present : Shri B. G. Saxena, Presiding Officer

Reference No. CGIT : 198/2000

L.I.C. OF INDIA, NAGPUR

AND

SHRI NARESH V. CHIKANE

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by Clause (d) of Sub section (1) and Sub section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-17012/18/96/IR (B-II) dated 27-05-97 on following schedule.

SCHEDULE

“Whether the action of the management of LIC of India, Nagpur in discontinuing the services of Shri Naresh V. Chikane w.e.f. 09-07-95 is legal, and justified? If not, to what relief the said workman is entitled?”

This reference was sent to CGIT, Jabalpur on 27-05-97 by the Ministry of Labour, New Delhi. The file of this case was received by transfer in CGIT, Nagpur in August, 2000.

The Statement of Claim was submitted by the workman on 19-06-97. The workman Naresh V. Chikane has mentioned in his Statement of Claim that he was working under LIC, Nagpur from 1991. He was getting his wages from the branch of LIC, Sardar Vallabh Bhai Patel Marg, Nagpur. He worked continuously for more than 240 days every year. His service was not regularised by the

management of LIC, Nagpur. His service was discontinued w.e.f. 09-07-95 without hearing him. He therefore raised the dispute before the ALC. He has claimed that he should be reinstated and his services should be regularised.

The management of LIC contested the case and mentioned in their Written Statement that Naresh V. Chikane was not appointed by the management of LIC as a Class-IV employee or in any other capacity. He is not entitled to absorption in the service of the LIC. Naresh V. Chikane was sometimes called for shifting of records and furnitures of the office for which he was paid. He did not work for 240 days in any callendar year. He was called occasionally for cleaning of rooms also. He did not work as a casual worker. He is not entitled to any relief claimed by him.

Both the parties produced oral and documentary evidence in this Court.

I have considered the entire oral and documentary evidence on record and the Written Arguments submitted by the parties.

Workman Naresh V. Chikane has submitted his affidavit. He was cross examined by the representative of the management of LIC Shri N.K. Ghagharkar. In his cross examination the workman admitted that he had not received any appointment letter from the LIC. He says that he had himself gone to work. He was called by an officer namely Deshmukh. His attendance was not recorded in any Register of the office. He used to clean the tables and carry the documents of the office from one place to another. The workman has not submitted any record of his attendance in this Court.

From the side of the management the statements Shri Arvind N. Pansee and Ramesh S. Goud were recorded. These witnesses of management were cross examined by the union representative of the workman. Arvind S. Pansee stated that Naresh Chikane had worked for 6 days in 1991. He was paid Rs. 210/-. He had cleaned the dust from the record of the office. In 1994 he shifted the furnitures from IInd floor to IIIrd floor and from IIIrd floor to IVth floor of the office building. He was paid Rs. 550/- for this work. For cleaning the rooms in 1994 and the Bathrooms he was paid Rs. 10/-. He had shifted the record of the building from one place to another and was paid Rs. 4,500/-. He was paid on the basis of the work done and the time devoted by him for each work. No rate of any work was fixed. He was paid as and when, he was called to do any work.

Ramesh S. Goud also stated that on 19-11-91 the workman Naresh Chikane was called to clean the dust from the record of the office and was paid Rs. 210/-. Sometimes the work of Sweeper was also taken from him. The payment was made to the workman on the basis of payment vouchers. The statement of these witnesses therefore shows that Naresh Chikane was not the employee of the

LIC. Whenever he did the work in the office as a labour, he was paid for it by the management.

There is no evidence on record to show that the workman Naresh Chikane was employed on any post of Class-IV employee by the management. No record has been submitted by any party to show that he was getting any wages as daily wage worker. He was not getting the salary of any Class-IV employee. In view of the above circumstances and evidence Naresh V. Chikane was not the employee of the management of LIC India, Nagpur. No document has been filed by the workman to show that he was appointed by the LIC in 1991 or thereafter. No document has been filed by the workman to show that any termination order was issued to him by the management of LIC. He is therefore not entitled to any relief claimed by him.

ORDER

The workman Naresh V. Chikane was not the employee of the LIC India, Nagpur. No termination order was issued to him on 09-07-95. He is therefore not entitled to any relief claimed by him.

The reference is answered accordingly.

Date : 7-2-03

B. G. SAXENA, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

का.आ. 1053.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ सं. 81/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 को प्राप्त हुआ था।

[सं. एल-12012/3/99-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 5th March, 2003

S.O. 1053.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 81/99) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen, which was received by the Central Government on 04-03-2003.

[No. L-12012/3/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
"SHRAM SADAN",****III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE.**

Dated : 27th February, 2003

PRESENT**HON'BLE SHRI V.N. KULKARNI, B.COM. LLB,
PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, BANGALORE.**

CR. No.81/1999

I PARTYThe General Secretary,
Allahabad Bank Employees
Union, No. 13/8,
S.C. Road,
Ganesh Block,
Subash Nagar,
Bangalore - 560 009**II PARTY**The Regional Manager,
Allahabad Bank,
Regional Office,
No.3 5-435,
Main Road,
Himayath Nagar,
Hyderabad- 560 029**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2(A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/3/99/IR (B-II) dated 23rd June, 1999 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Allahabad Bank in preparing the promotion list and issuing the promotion letters are in consonance with the provisions of Clause 2, 10 and 11 of Chapter V of MOS dated 22.4.1989 depriving thereby the promotion to Shri A. Chinnapachiah is justified and legal? If not, what relief the workman Shri A. Chinnapachiah is entitled to?"

2. The first party union workman was working with the management. The promotion list prepared by the management is not proper as promotion of workman is affected and therefore Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. First Party union has raised this dispute on behalf of the workman Shri A. Chinnapachiah. The case of the union is that the management in accordance with the agreed promotion policy from sub-staff cadre to clerical cadre had declared five vacancies of CCC/CC, out of which one post reserved for ST and another post for physically handicapped and remaining from the general sub staff

working in Karnataka vide Circular No. IC. 5084 dated 26-7-1996. Accordingly management called eligible candidate for written test at Mumbai. Several candidates appeared for examination and list of successful candidates from Karnataka were also published. They are as under:

(1) A. Devandran, K. G. Road Bangalore Category XSM

(2) M. Dorailingam, Tasker Town, Bangalore, Category- SC.

(3) N. Ravikumar, K.G. Road, Bangalore, Category SC.

(4) A. Chinnapachiah, Palya Branch, Category XSM-MC.

5. Shri R.K. Ranganath of Shimoga branch belonging to SC category was declared selected and kept in the list of Andhra Pradesh. For the reasons best known to the Second Party Management workman Shri A. Chinnapachiah who was in the select list of head office Circular bearing No. IC. 5346 dated 22-5-1997 under the select list of Karnataka was not given order of promotion and has been denied. Workman is the member of the first party union. There was lot of correspondence between the union and management regarding promotion of the workman. But nothing was done. Head Office has not given him circular or order declaring that Shri R.K. Ranganath of Shimoga branch has been declared inadvertently under the Andhra Pradesh List and the name of Shri A. Chinnapachiah was subsequently declared under supplementary list etc. The workman Shri A. Chinnapachiah is the senior most when compared to Shri R.K. Ranganath and therefore he should have been promoted but the action of the management is illegal.

6. It is the further case of the union that as per the promotion policy on the basis of the result of the test conducted, a panel will be set up and that the panel will continue till the next test is held and during that period preference will be given to the empanelled candidates for filling up of vacancies of any clerical cadre than the BSRB candidates recruited directly. The concerned workman was declared in the select list and there was a vacancy which arose in Karnataka at Mandya branch and a BSRB candidate was posted which clearly shows an existence of a vacancy and the management had deliberately ordered for posting a BSRB candidate without preferring the empanelled candidate Shri A. Chinnapachiah. The action of the management is not correct. Union for these reasons and for some other reasons has prayed to pass award in its favour.

7. As against this the case of the management in brief is as follows :

8. The dispute is not maintainable. In the typical case of "Much a do about nothing" a very simple correction of

a bona fide mistake rectification of which resulted in a candidate more deserving than Shri A. Chinnapachiah being promoted is made much of by supplying frills and resorting to suppressio veri and suggestion falsi, without the least consideration either for truth or for fairness.

9. Paragraph 10 of Chapter V of the Memorandum of Settlement dated 14-2-1992 adding to an earlier statement dated 22-4-1999 provides that vacancies in the bank will be declared state wise as and when they occurred and out of the panel prepared state wise promotion would be made on the basis of merit adjudged in a test, when in a supplemental state wise panel of 10% of vacancies will also to be made as a reserve in case the promotee refuses the offer of promotion and both the panel of names will lapse after all the vacancies are filled up. In Paragraph 3 of Chapter V of the Memorandum of Settlement dated 22-4-1989, 25% of the clerical vacancies are to be filled by promoting the sub staff of the bank and the balance 75% by direct recruitment by BSR Board. Workman Shri A. Chinnapachiah is a sub staff of the bank and so also Shri R. K. Ranganath of Shimoga branch. In the test held on 2-3-1997 at Mumbai for promotion to the Clerical Cadre of the sub staff of the bank, four persons qualified of whom Shri R. K. Ranganath of Shimoga branch was to face the test at Serial No. 4 of the order of merit and Shri Chinnapachiah should have been included only in the supplementary panel. All the four candidates placed in the panel of the Karnataka including Shri R.K. Ranganath, had accepted the offer of promotion, there was no vacancy available for promoting Shri Chinnapachiah who in any event was below R. K. Ranganath in the order of merit and as such Shri Chinnapachiah could not be promoted.

10. It is the further case of the management that the eligible candidates were promoted against the available vacancies earmarked for the sub staff for promotion directly in accordance with promotion policy of the bank and since the workman was not eligible to be promoted against the available vacancies then, he could not be promoted. All the allegations made by the union are not correct. Management for these reasons and for some other reasons has prayed to reject the reference.

11. It is seen from the records that both sides filed documents and they are marked with consent. At the request of both sides matter was posted for arguments. I have heard both sides in detail. I have perused all the documents filed by the parties. I have read the decisions cited by the management. The grievance of the union is that the promotion of Shri R. K. Ranganath is not correct and by promoting Shri R. K. Ranganath workman, Shri Chinnapachiah lost his promotion and the list prepared by the Selection Committee is not correct. It is an admitted fact that promotional test was conducted in Bombay. The said test was conducted state wise in the concerned zone. It is clear from the documentary evidence that Shri R. K. Ranganath belongs to Karnataka. It appears by mistake

name of R. K. Ranganath was included in Andhra Pradesh Panel though he belonged to the Karnataka panel. This was the mistake as admitted by the management and subsequently the management has issued circular correcting the list. Subsequently mistake has been corrected and the name of Shri R. K. Ranganath was included in the Karnataka list.

12. In view of the result of the test the workman Shri Chinnapachiah had no promotion because there was no existing vacancy. A revised supplementary list was published by the management. According to the result of the test name of Shri Chinnapachiah was placed in supplementary list. Subsequently there was no vacancy and therefore, the action of the management is justified.

13. I have carefully perused the correspondence between the management and the workman but I am of the opinion that there is no merit in the contention put forth by the workman. Test was conducted in accordance with the rules and list was published. According to the annexure the name of Shri R. K. Ranganath is in Sr. No. 1 and so far as branch is concerned it is Shimoga. By mistake the region shown Andhra Pradesh but the same is not correct and subsequently it was corrected and the selection is a bonafide one. In view of the test there is merit in the argument that the workman is senior to Shri R. K. Ranganath.

14. The management has relied the following decisions:

- (1) 2001 (91) FLR 1217 (SC)
- (2) 2002 (92) FLR 766 (SC)
- (3) 2002 (93) FLR 309 (SC)

15. I have read the above decisions very carefully. It is held by the Hon'ble Supreme Court of India in the decision reported in 2001 (91) FLR 1217 (SC) there the panel ceased to exist and has outlived its utility and at any rate no one else in the panel can legitimately contend that he should have been offered appointment either in the vacancy arising on account of the subsequent resignation of the person appointed from the panel or any other vacancies arising subsequently.

16. Admittedly the promotion in this case is on the basis of result of the written test and therefore, there is no merit in the claim put forth by the Union. It is also held in the above decision of the Hon'ble Supreme Court of India that mere empanelment in a select list does not confer upon such a person in the panel any right to get appointed to a post under the State and if for good and valid reason, the State does not choose to appoint the said person in the panel, no right inheres in such a person to seek a mandate from the courts for an appointment.

17. According to the decision reported in 2002 (92) FLR 766 (SC) it is clear that period of list lapsed and fresh panel has to be prepared. In the decision reported in

2002(93) FLR 309(SC) it is held that once selection process is completed and appointments made, selection process comes to an end. If any vacancy arises on the appointee having joined the post leaves the same. It must be treated as a fresh vacancy and fresh steps should be taken.

18. Keeping in mind the principles held in the above decisions of the Hon'ble Supreme Court of India, considering the facts of the case and the circulars I am of the opinion that there is no merit in this reference. Accordingly I proceed to pass the following Order :

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 27th February, 2003)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

का. आ. 1054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, धनबाद के पंचाट (संदर्भ सं. 167/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 प्राप्त हुआ था।

[सं. एल-12012/101/1998-आई आर (बी-II)]
सी. गंगाधरण, अवसर सचिव

New Delhi, the 5th March, 2003

S.O. 1054 —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 167/99) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad No. 2 as shown in the Annexure, in the Industrial Dispute between the employers in relation to the UCO Bank and their workmen, received by the Central Government on 04-03-2003.

[No. L-12012/101/1998-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

PRESENT

SHRI B. BISWAS,
Presiding Officer

In the matter of an Industrial dispute under Section
10(1)(d) of the I. D. Act, 1947
Reference No. 167 of 1999

PARTIES :

Employers in relation to the management of UCO
Bank and their workman.

APPEARANCES :

On behalf of the workman : Shri K. Chakravarty,
Advocate

On behalf of the employers : None.

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 18th February, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 had referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/101/98/IR(B-II) dated the 26-3-1999/30-3-1999.

SCHEDULE

"Whether the action of the management of UCO Bank in terminating the services of Shri Baldeo Prasad is legal and justified? If not, to what relief the said workman is entitled?"

2. The case of the concerned workman according to his W. Statement submitted by him in brief is as follows :—

He submitted that he was originally appointed against permanent vacancy at UCO Bank, Bokaro Steel City Branch on 5-5-1990. He disclosed that at the initial stage the management started paying him wages @ Rs. 20/- per day and the same was gradually increased and before stopping him from work with effect from 22-4-97. They used to pay him wages @ 80/- per day. He submitted that in course of his employment he rendered his services like that of a permanent workman for the benefit and interest of the management. He further submitted that during the period of his work from May, 1990 to April, 1997 he attended to his duties for more than 240 days in each calendar year. He alleged that the management without assigning any reason or without giving any notice stopped him from his work with effect from 22-4-97. Even they did not consider necessary to pay any compensation to him. Accordingly he submitted representation to the management with a prayer for his reinstatement in service but they did not pay any heed to his prayer. He alleged that the management illegally, arbitrarily and violating the principle of natural justice stopped him from work. Accordingly he raised an industrial dispute before the ALC(C) which ultimately resulted reference to this Tribunal.

3. The points to be decided in this reference are :—

"Whether the action of the management of UCO Bank in terminating the services of Sh. Baldeo Prasad is legal and justified? If not, to what relief the said workman is entitled?"

DECISION WITH REASONS

The instant case was taken up for *ex parte* hearing as the management neither tendered their appearances nor submitted any W. S. -cum-rejoinder on their behalf in order to rebut the claim of the workman. It is seen from the record that the concerned workman himself adduced his evidence as WW-1 in order to substantiate his claim. It is the specific claim of the concerned workman that against permanent vacancy he was engaged by the management of Bokaro Steel City Branch on 5-5-90. He submitted that in course of his employment like permanent worker he used to discharge all his duties faithfully and diligently but in spite of rendering his services they used to pay Rs. 20/- per day as wages which ultimately increased to Rs. 80/- per day. He alleged that on 22-4-97 the management without assigning any reason or without giving any notice under Section 25F of the I. D. Act stopped him from his work. They even did not consider necessary to pay any compensation to him. He submitted that during this period i.e. from 5-5-90 to 22-4-97 he attended to his duty for more than 240 days in each calendar year. He disclosed that after he was stopped from his work he submitted representation to the management with a prayer for his reinstatement but to no effect. His two representations to the management in course of his evidence had been marked as Ext. W-1 and W/1/1 considering the facts disclosed in these two copies of the documents I find support of his claim. It is seen that the concerned workman on oath adduced evidence before this Tribunal and corroborated the facts disclosed in the W.S. filed by him. Management had ample opportunities to contest the case in question rebutting the claim of the concerned workman. It is seen that in spite of sending repeated notices the management did not consider necessary to appear.

5. It is the claim of the concerned workman that he worked under the management from 5-5-90 to 22-4-97 against permanent vacancy. He disclosed that his service was continuous and he put his attendance for more than 240 days in each calendar year. On oath in course of his adducing evidence he corroborated this fact which I do not find any reason to disbelieve.

6. As such considering evidence of the concerned workman I hold that he worked under the management for the period in question which I have stated above and he put more than 240 days attendance in each year during the period in question.

7. His allegation is that the management without giving any notice or without paying any compensation stopped him from work violating the provisions as laid down under section 25F of the I.D. Act. Considering the evidence of the concerned workman it is clear that no termination letter was issued to him before he was stopped from his duty. Considering his evidence I am of the view

that in spite of his rendering service to the management for more than 240 days in each calendar year they stopped him from his service. They did not consider necessary either to issue any notice or to pay compensation to him complying with the provision as laid down in Section 25F of the I.D. Act. Even no opportunity was given to him to defend his case. As such relying on the decision reported in *ILLJ SC 127/1986* there is sufficient scope to say that such action of the management amounts to retrenchment and the same is in violation of the mandatory provisions of Section 25F of the I.D. Act. In the decisions reported in 2001 LAB I.C. 2220 and also in the decision reported in 2001 LAB I.C. 2243 and also in the decision 2002 LAB I.C. 1546. Their Lordships observed that termination of service without complying with the provision of Section 25F is improper if it is established that the casual workman worked for more than 240 days in a year.

8. As such considering all aspects I hold that the management illegally, arbitrarily and violating the principle of natural justice discharged him from his service. Accordingly, I consider that the claim of the workman stands on cogent footing and for which he is entitled to get relief according to his prayer.

In the result, the following award is rendered :—

“The action of the management of UCO Bank in terminating the services of Sh. Baldeo Prasad is not legal and justified. Consequently, the concerned workman is entitled to get reinstatement as casual workman from the date of his stoppage.

The management of UCO Bank is directed to implement the Award within three months from the date of publication of the Award in the Gazette of India in the light of the observation made above.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

का. आ. 1055.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2 मुम्बई के पंचाट (संदर्भ सं. 2001 का 2/8) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 को प्राप्त हुआ था।

[सं. एल-12012/137/2000-आई. आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 5th March, 2003

S.O. 1055—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/8 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure, in the Industrial Dispute between the employers in relation to the UCO Bank and their workmen, received by the Central Government on 4-3-2003.

[No. L-12012/1/37/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT

S. N. SAUNDANKAR,

PRESIDING OFFICER

REFERENCE No. CGIT-2/8 OF 2001

Employer in Relation to the Management
of UCO Bank

UCO Bank

Divisional Manager,

UCO Bank, Mafatlal Centre,

II Floor, Nariman Point,

Mumbai-400 021.

AND

Their Workmen

Shri Puransingh S. Waid,

R. No. 669, Chandrapada Vill.

Naigaon (East), Thane-401202.

APPEARANCES:

FOR THE EMPLOYER : Mr. V. Vaidya Advocate.

FOR THE WORKMEN : Mr. P.S. Chavan Advocate.

Mumbai, Dated 3rd January, 2003

AWARD

The Government of India Ministry of Labour by its Order No. L-12012/137/2000/IR(B-II) dtd. 10-1-2001 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this

Tribunal for adjudication :

“Whether the action of the management of UCO Bank by terminating Shri Puran Singh S. Waid from the services of the Bank is justified and proper? If not, then what relief the workman is entitled to?”

2. Workman Shri Puransingh S. Waid was engaged as a sweeper-cum-peon in the UCO Bank's Branch Office at Nariman Point in February 86. Vide Statement of claim (Exhibit-7) workman pleaded that initially he was getting daily wages however vide letter dtd. 12-11-99 he was absorbed as full time sweeper-cum-peon. He worked continuously more than 240 days however instead giving him benefits of permanency and when he was getting Rs. 114/- per day every month all of a sudden his services were terminated on 13-10-99. It is averred that after putting 14 years unblemished service without giving him notice and holding inquiry and without giving retrenchment compensation etc. his services were terminated orally, illegally which he had brought to the notice of the R.L.C. who in turn, tried Conciliation but failed. Workman, therefore, contended his termination being illegal management be directed to reinstate him with full back wages.

3. Management UCO Bank resisted the claim of workman by filing Written Statement (Exhibit-9) contending that workman was casual labour and was engaged as and when work was available. It is pleaded that on 30th September, 1999 workman took bite on the arm of the canteen boy Sahadev in the presence of the employees of the bank and officers in a function held in the bank premises and that when he was asked to take Sahadev to the hospital he behaved arrogantly which was unbecoming on his part, therefore the bank lost confidence in the workman and because of this misconduct on the part of the workman he was disengaged from 13-10-99. It is contended workman was warned however he did not improve and therefore he was terminated. Consequently workman's claim being devoid of substance be dismissed with costs in limine.

4. Workman vide Rejoinder (Exhibit-10) reiterated the recitals in the Statement of Claim denying the averments in the Written Statement.

5. On the basis of the pleadings issues were framed at Exhibit-11. In that context workman filed affidavit in lieu of Examination-in-Chief (Exhibit-14) and closed oral evidence vide purshis (Exhibit-17). In rebuttal management filed affidavit of Chief Manager Mr. Bhagwat and the President of the Union Mr. Kadam by way of Examination-in-Chief vide (Exhibit-19 & 20) and management closed oral evidence vide purshis (Exhibit-22).

6. Workman filed Written Submissions (Exhibit-23) and the management (Exhibit-24). On perusing the record and the written submissions, I record my findings on the following issues for the reasons mentioned below :—

Issues	Findings
1. Whether Shri Puran Singh S. Waid proves that he has been illegally terminated from the services of the bank on 13-10-99?	Yes
2. Whether the action of the management of UCO Bank by terminating Shri Puransingh S. Waid from the services of the bank is justified and proper?	No
3. If not, what relief the workman is entitled to?	As per order below.

REASONS

7. Admittedly workman Shri Waid was engaged as sweeper in the bank in the year 1986 and that he was disengaged on 13-10-99. According to workman he had rendered unblemished service in the bank from February 1986 till 13 October '99 and added that he was getting monthly wages @ Rs. 114/- per day. He was a full time sweeper. So far workman worked as full time sweeper on the wages Rs. 114/- per day, has gone unchallenged which indicative to show that workman was in the employment of the bank continuously as full time sweeper from 1986 till 1999 i.e. more than 13 years. On perusal of the letter of the bank dtd. 29-11-89 (Exhibit-12/1) it is seen workman was doing work of sweeper/cleaner of permanent full time sweeper Shri B.K. Valitra in the branch. This shows work of sweeper/cleaner was available and that workman was doing the said work continuously for a long period referred to above.

8. Now point crops-on as to why the workman was disengaged. According to Chief Manager Mr. Bhagwat, on 30th September, 99 workman took bite on the arm of the canteen boy Sahadev, in the function held in the bank premises that day in the presence of the bank employees and the officers and that workman was asked to take the injured to hospital for treatment but he had refused and behaved in inhuman manner and that when he was asked to apologise on the incident he had refused, and because of the inhuman attitude he was disengaged which according to management, was misconduct on the part of workman. It is significant to note that workman was empanelled at the time of incident. It is note that he was a casual daily

wager and was attending work as and when called but he was there since more than 13 years continuously and was doing the work of permanent sweeper on his retirement. In view of the circumstances Waid being workman under section 2(oo) of the Act, bank was under obligation to hold inquiry giving him opportunity on the alleged misconduct. So far the alleged misconduct nothing of the sort on record. Unions President Mr. Kadam no doubt disclosed on the incident however no complaint to that effect was filed by any of the workmen nor the injured to the police station and that even the canteen boy did not complain in writing to the union nor the union complained to that effect to the management. Union officers are admittedly on cordial terms with the management, therefore difficult to believe the incident as disclosed by Kadam. Workman was not given memo nor notice nor chargesheet and that on 13-10-99 he was retrenched which was against the provisions of the I. D. Act, 1947.

9. Since nothing to show that workman misbehaved and that admittedly he worked in the bank continuously more than 13 years and that work was available and that he was disengaged on 13-10-99 it is to be seen under the labour jurisprudence whether this disengagement amounts to retrenchment. The provisions of the I.D. Act are applicable to the facts of the present case. The Principles of Natural Justice are to be followed in case of termination which speak on affording a reasonable and adequate opportunity to the delinquent employee. In the case in hand no notice no opportunity and no hearing was given and thereby primary Principles of Natural Justice have been breached, thereby prejudice has caused to workman. The interest of justice demands that the guilty should be punished and technicalities and irregularities do not occasion failure of justice. Principles of Natural Justice are but the means to achieve the ends of justice. Justice means justice between both the parties. If applied this to the cause of the workman, certainly can be said the action of the management in disengaging the workman from 13-10-99 is unjustified and improper. Consequently management will have to be directed to reengage the workman for the work from which he was disengaged. Since workman was retrenched without following the provisions of Section 25F of the Industrial Disputes Act. The management is directed to reinstate him and pay him back wages @ Rs. 114/- per day. Issues are answered accordingly and hence the order :—

ORDER

The action of the management of UCO Bank of disengaging/terminating Puransingh S. Waid from the service from 13-10-99 is neither justified nor proper. Consequently management is directed to reengage the workman for the work from which he was disengaged and pay him back wages @ Rs. 114/- per day.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

का. आ. 1056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ सं. 3/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 को प्राप्त हुआ था।

[सं. एल-12011/99/1999-आई. आर. (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 5th March, 2003

S.O. 1056.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2000) of the Cent. Govt. Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the Syndicate Bank and their workmen, received by the Central Government on 4-3-2003.

[No. L-12011/99/1999-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**

"SHRAM SADAN"

**III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE.**

Dated: 28th February, 2003

PRESENT

HON'BLE SHRI V. N. KULKARNI, B. COM. LLB.

PRESIDING OFFICER

CGIT-CUM-LABOUR COURT,

BANGALORE

C. R. No. 3/2000

I PARTY

The General Secretary,
Syndicate Bank Staff Assn,
Ananda Rao Circle,
Anooradha Building,
Subedar Road,
Bangalore-560009

II PARTY

The Dy. General Manager,
Syndicate Bank,
Zonal Office,
Syndicate Bank Building,
Gandhinagar,
Bangalore-560009

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12011/99/99/IR (B-II) dated

23rd December, 1999 for adjudication on the following schedule :

SCHEDULE

"Whether the transfer of 4 workmen, viz. S/Shri M.K. Murigendrappa, Achutha Rao, M.C. Nanjaiah and T.H.M. Jayadevaiah by the management of Syndicate Bank is justified? If not, what relief the workmen are entitled to?"

2. Four workmen viz. S/Shri M.K. Murigendrappa, Achutha Rao, M.C. Nanjaiah and T.H.M. Jayadevaiah were transferred by the management and therefore, the union of the first party workmen raised this Industrial Dispute.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the union in brief is as follows: -

5. The second party divided the State of Karnataka into two administrative Zones and called them as Bangalore Zone comprising districts like Bangalore, Tumkur, Hassan, Mandya, Mysore, Kolar, Chitradurga, Bellary, Raichur, Gulbarga, Bijapur, Bidar and Coorg and Udupi Zone comprising districts like South Kanara, North Kanara, Shimoga, Chickmagalur, Belgaum and Dharwar. Branches coming under these districts were allocated to either Bangalore zone or Udupi zone as per their location in a particular district. Government of Karnataka created certain additional districts like Udupi, Davangere and Koppal in the year 1997 and also reorganized certain districts in the process. On account of reorganization of districts/creation of new districts, part of Shimoga district was merged with newly created Davangere District. Details are given in Para 5 of the Claim Statement. Workmen in this dispute were transferred and this has caused hardship to the workmen. The policy guidelines are also stated in detail. Second party transferred employees from surplus districts to deficit districts after filling up the vacancies in deficit districts as per the policy guidelines.

6. In Para 16 of the Claim Statement it is said that the transfer is mala fide and motivated outside the district to places at a distance of 400 to 600 Kms. In the same-Para it is said that Shri Achutha Rao one of the workmen has submitted his VRS application and that was accepted by the bank. It is further said that the remaining 3 workmen were now transferred back to their parent district in June 2001 after completion of 2 years in their respective places. Union for these reasons and for some other reasons has prayed to pass award in its favour.

7. Against this the case of the second party in brief is as follows:

8. There is absolutely no violation of the transfer policy/norm of the Bank. Transfer is discretion of the management and it cannot be termed as a fault on the part of the Management. Transfer is an incidence of service and not a condition of service.

9. It is further said that the bank had issued a circular in Cir.No. PAC/ZOB/501 dated 10th May, 1999 identifying Bangalore, Mandya, Hassan, Kolar, Tumkur and erstwhile Chitradurga and Mysore Districts as Surplus Districts for transferring senior most employees from these Districts to deficit District Branches of the Second Party Bank.

10. Regarding establishment of new districts, details are given in Para 4 of the Counter. The transfer of four workmen are justified and it was not modified at all. They were transferred as per the rules and circulars. Transfers are normal incidents of the working of Bank. Shri Achutha Rao has taken Voluntary Retirement and the first party Union has no right to represent him in the dispute. Management for these reasons and for some other reasons has prayed to reject the reference.

11. On behalf of the management Smt. Anuradha Shenoy is examined. Her evidence is that the dispute raised by the union is not maintainable. She has further stated that Shri Achutha Rao took voluntary retirement and that was accepted. Three other workmen were retransferred to their original place. Ex.M1 is marked in her evidence. She has said transfer was in accordance with Ex.M1.

12. For the reasons best known to the Union it remained absent. Counsel for the union also remained absent. Case was closed and arguments were heard. Mr.Ramesh Upadhyaya, the learned counsel appearing for the union has vehemently argued that the transfer was in accordance with Ex.M1. I have carefully perused Ex.M1.

13. At the very outset I am of the opinion that the dispute is not maintainable because four workmen were transferred in accordance with the Circular Ex.M1. Management is justified in transferring them as per the transfer policy. Further they are retransferred to their original place.

14. It is clear from the records that in Karnataka certain new districts were formed and the bank has to frame transfer policy and in accordance with circular transfers were effected. According to the union itself now one of the workmen has taken Voluntary Retirement and 3 others are transferred to original place. In view of this I am of the opinion that there is no merit in this dispute. In the result I pass the following order

ORDER

The reference is rejected

(Dictated to PA transcribed by her corrected and signed by me on 28th February, 2003)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

कॉ. नं. 1057. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धन के सबूत नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ सं. 67/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 को प्राप्त हुआ था।

[सं. एल-12012/320/97-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 5th March, 2003

S.O. 1057. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 67/98) of the Central Government Industrial Tribunal-cum-Labour Court, BANGALORE as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, received by the Central Government on 4-3-2003.

[No. L-12012/320/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, "SHRAM SADAN",

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE.

Dated: 4th February, 2003

PRESENT

HON'BLE SHRI V. N. KULKARNI, B. COM. LL.B.

PRESIDING OFFICER

CGIT-CUM-LABOUR COURT,

BANGALORE

C. R. No. 67/1998

I PARTY

The Vice President,
Canara Bank Staff Union,
No. 220, II Floor,
Cubbonpet Main Road,
Bangalore-560002

II PARTY

The Chairman and Managing
Director,
Canara Bank, I.R. Section,
Personnel Wing, Head Office,
J. C. Road,
Bangalore

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/320/97/IR (B-II) dated 24th July, 1998 for adjudication on the following schedule:

SCHEDULE

"Is the Union of Canara Bank Staff is right in its contention that charges were not proved in the enquiry and is the Management of Canara Bank, is justified in awarding punishment of stoppage of two increments to Shri Shivalinge Gowda? If so, to what relief the said workman is entitled?"

2. The first party union workman was working with the management. Charge sheet was issued and enquiry was conducted against him. On the basis of the report of the Enquiry Officer punishment of stoppage of two increments was imposed and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the union on behalf of the first party workman is as follows :—

5. The first party was appointed as Peon by the 2nd Party and from the date of his appointment he is discharging his duties honestly and diligently. Charge Sheet dated 28.9.1994 was issued to him alleging certain misconduct but the charges are vague. Domestic Enquiry was held without giving reasonable opportunity to him. The enquiry held is against the principles of natural justice and fair play.

6. The case of the workman was not considered by the Enquiry Officer. The action of the Management is illegal. The punishment imposed is not correct and the workman has suffered huge monetary loss. He has not committed any misconduct. The first party Union for these reasons and for some other reasons has prayed to pass award in its favour.

7. As against this the case of the management is as under :

8. Regarding enquiry it is said that the same is correct and the allegations made by the workman are not correct. Dispute raised by the Union is not maintainable. Charges were serious and charges are proved during the departmental enquiry conducted against the workman. When the Senior Manager of the Branch instructed the workman to bring SB paying in slips, he had informed him falsely that no slips were available and later the Senior Manager got the paying-in-slips through Daftary and when he enquired the workman he uttered some words in Kannada.

9. The workman has misbehaved with the Manager and committed insubordination. Charges are serious and enquiry is correctly held by giving full opportunity. Punishment imposed is correct.

10. It is the further case of the management that punishment of dismissal was imposed but subsequently it was modified and therefore, the punishment is

proportionate. Management for these reasons and for some other reasons has prayed to reject the reference.

11. Management examined MW1, P.G. Kowtal, Manager at Hubli. He has given detailed evidence saying that he has conducted enquiry against the workman and has given full opportunity to the workman. There is no reason to discard the evidence of MW1.

12. Against this workman got examined himself. He has said in this evidence that enquiry notice was not given. List of document and witnesses was not furnished and enquiry is not fair. He admits in his cross examination that Defence Representative was defended the workman.

13. It is seen from the records that this Tribunal by its order dated 10th December, 2002 has answered Preliminary Issue holding that the Domestic Enquiry is fair and proper.

14. Now that the enquiry is held as fair and proper, we have to see whether the report of the Enquiry Officer is correct and the findings are based on the evidence adduced before him.

15. At the very outset I am of the opinion that there is no perversity in the findings given by the Enquiry Officer. Misconduct is proved. The workman being a Peon in the Nationalised Bank should behave properly and work as per the rules. What he uttered and disobeyed the orders of the Senior Manager is serious in nature, and if no punishment is imposed there will be more indiscipline particularly in the Nationalised Bank where the bank does the transaction of the Public.

16. I have carefully perused evidence and material before the Enquiry Officer. The Enquiry Officer has rightly considered the entire evidence and material before him and has come to the right conclusion.

17. By now it is well settled that if the enquiry is held as fair and proper and the findings is not perverse, this tribunal has no discretion to interfere with the punishment imposed by the Disciplinary Authority. This is not a fit case to invoke the provisions of Section 11 A of the ID Act.

18. The learned counsel appearing for the management has relied the decision reported in 1980(1) LLJ ALL Page 1016. In the above Allahabad case workman was charged with abusing, threatening and beating Personnel Officer and it is held as serious misconduct and the punishment of dismissal was imposed. He has also relied decision reported in 1980(1) LLJ DB Bombay Page 295. In the above Bombay case whether a single act of indiscipline or insubordination sufficient for disciplinary proceedings and whether a series of such acts necessary to initiate disciplinary proceedings, Indiscipline and insubordination-what is-when and where labour court can interfere with punishment under Section 11A are discussed.

19. Keeping in mind the principles held in the above decision and the facts of the case and that the finding of the Enquiry Officer is not perverse, I am of the opinion that there are no good ground to invoke the provisions of Section 11A of the ID Act. The punishment imposed is proportionate and the same need not be interfered. Accordingly I proceed to pass the following Order:

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 4th February 2003)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

का. आ. 1058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 79/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 को प्राप्त हुआ था।

[सं. एल-12012/129/95-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 5th March, 2003

S.O. 1058.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/97) of the Central Govt. Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 4-3-2003.

[No. L-12012/129/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

“SHRAM SADAN”

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE.

Dated : 27th February, 2003

PRESENT

HON'BLE SHRI V. N. KULKARNI, B. COM. LLB.

PRESIDING OFFICER

CGIT-CUM-LABOUR COURT,

BANGALORE

C. R. No. 79/1997

I PARTY

The General Secretary,
Vijaya Bank Workers
Organisation (Regd),
M. G. Road,
Bangalore.

II PARTY

The Chief Managing Director,
Vijaya Bank (H. O.),
M. G. Road,
Bangalore.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12012/129/95-IR(B-II) dated 19th September, 1995 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Vijaya Bank, Bangalore in imposing the penalty of stoppage of two increments permanently on Shri G.M.R. Prabhu, Clerk vide their order dated 21st December 1993 is legal and justified? If not, to what relief is the said workman entitled?”

2. The first party workman Shri G.M.R. Prabhu was working with the management as Clerk. Charge sheet was issued and enquiry was conducted. On the basis of enquiry report punishment of stoppage of two increments was imposed and therefore the union has raised this dispute.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party Union is as follows :—

5. Charge sheet dated 22-10-1992 was issued to the workman alleging certain misconduct. In fact the workman denied all the charges. It is the further case that the Enquiry Officer who held the enquiry did not hold the same in a reasonable manner. During the enquiry no opportunity was given. Enquiry is not fair and proper. Charges are based on assumptions and surmises.

6. Regarding enquiry many allegations are made by the workman. Action taken by the management is not correct. First party union for these reasons and for some other reasons has prayed to pass award in its favour.

7. Against this the case of the management is that the workman has committed misconduct. Charge sheet given to him is correct. Enquiry is fair and proper. Details of fixed deposit are given in Para 6 of the Counter. The action taken by the management is correct. Misconduct is proved.

8. Regarding enquiry it is said that the workman has participated fully during the enquiry and got himself

defended properly. Enquiry report is correct. The action of the management imposing minor punishment is proper. Management for these reasons and for some other reasons has prayed to reject the reference.

9. In the instant case management examined MW1 who conducted enquiry. He has given detailed evidence.

10. Against this workman got examined as WW1. On the basis of the material before this tribunal preliminary issue is answered holding that the Domestic Enquiry is Fair and Proper by an order dated 10th July 2002. Thereafter the case was posted for arguments.

11. I have heard the learned counsels appearing for the parties. I have carefully perused the entire records. I have gone through the enquiry proceedings. I have read the evidence adduced before the Enquiry Officer. I have carefully perused and considered the documents.

12. At the very outset I am of the opinion that the findings given by the Enquiry Officer is correct. The Enquiry Officer has properly considered all the documents and the evidence adduced before him. Counsel for the first party union has not convinced me that the findings is perverse. On going through the enquiry report it is clear that the Enquiry Officer has discussed the entire evidence in detail and has considered the documents properly and has come to correct conclusion and therefore the finding is not perverse.

13. By now it is well settled that if the findings is correct and there is no perversity in it, this tribunal need not interfere with the punishment imposed by the Disciplinary Authority that too minor punishment.

14. In the instant case I am of the opinion that there is no perversity in the finding given by the Enquiry Officer if misconduct is proved and punishment is imposed and the same is proportionate. There is no reason to interfere with the punishment imposed by the Disciplinary Authority. Considering all this I proceed to pass the following Order:

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 27th February, 2003)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

का. आ. 1059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉरपोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ सं. 13/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2003 को प्राप्त हुआ था।

[सं. एल-12012/271/99-आई. आर. (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 5th March, 2003

S.O. 1059.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2002) of the Central Govt. Industrial Tribunal-cum-Labour Court. BANGALORE as shown in the Annexure in the Industrial Dispute between the employers in relation to the Corporation Bank and their workman, which was received by the Central Government on 4-3-2003.

[No. L-12012/271/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, "SHRAM SADAN"

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE.

Dated: 28th February 2003

PRESENT:

HON'BLE SHRI V. N. KULKARNI, B. COM. LLB.

PRESIDING OFFICER

CGIT-CUM-LABOUR COURT,

BANGALORE

C. R. No. 13/2002

I PARTY

Shri M.B. Kulkarni,
C/o V.T. Sabnis,
No. 28, Chandramouli,
Nehru Nagar,
Gokul Road,
Hubli-580030

II PARTY

The Regional Manager,
Regional Office,
Corporation bank,
Near Basaveswara Circle,
Near Bus stand,
Hubli-580029

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12012/271/1999/IR (B-II) dated 22nd February, 2002 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Corporation Bank in dismissing the services of Shri Mukund B. Kulkarni vide order dated 25-1-1996 is justified? If not, what relief the workman concerned is entitled to?"

2. The first party was working with the management. He has committed certain misconduct. Charge sheet was

issued and enquiry was conducted. On the basis of the report given by the Enquiry Officer first party is dismissed from service therefore. Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :—

5. Chargesheet dated 14th May 1994 was issued to the workman but the workman has denied all the charges. The CSO is not guilty of the charge that on 22-12-1993, while working as cashier he clandestinely removed a cash packet of Rs. 5 denomination. It is not correct to say that he has committed misconduct.

6. Enquiry is not fair and proper. There is no evidence to prove that excess cash in the form of Rs. 50 notes and Rs. 100 notes in all amounting to Rs. 300 was accounted to by the 3rd respondent Bank's branch at Dharwad and the 'Corpus Delicta' was totally absent in so far as the alleged excess rupee notes were tendered, produced and marked during enquiry. Charges are cooked up. Punishment imposed by the management is not correct. Workman for these reasons and for some other reasons has prayed to pass award in his favour.

7. As against this the case of the management in brief is as follows :

8. There is a delay of nearly 6 years in raising this dispute therefore the reference is liable to be rejected. On 22-12-1993, the first party was working as Cashier at the Dharwad Branch. On that 11.30 AM M/s. Mahendrakar Brothers, constituents of the Branch remitted cash of Rs. 3,24,500 and Rs. 64,750 in various denominations. Shri P. Raghupati, Cash Officer was given Rs. 1,50,000 out of the said cash in Rs. 100 denomination for the purpose of counting and remining cash was stitched by Shri Nagaraj Kulkarni, Peon and handed over to the first party workman for the purpose of verification. The cash packets were counted by Shri Nagaraj Kulkarni and found correct.

9. It is the further case that the first party verified the cash, entered the slip in the Tellers Rough Cash Book and handed over the cash to Shri Raghupati for the purpose of counting and while doing so the first party clandestinely removed a cash packet of Rs. 5 denomination from the said cash. Shri Raghupati received the cash from the first party without counting the cash packets. Subsequently on verification it was found that there was a shortage of one cash packet of Rs. 5 denomination amounting to Rs. 500 and Shri Raghupati made good the shortage of Rs. 500 on that day. When Shri Raghupati made enquiries in this regard the first party admitted that he removed cash of Rs. 500 on 22-12-1993 and promised to repay the same to him. First party repaid the amount of Rs. 500 to Shri Raghupati through Shri V. V. Kulkarni and Shri R.K. Shyamsunder employees working at the branch.

10. M/s. Mahendrakar Brothers, constituents of the Branch have been remitting cash regularly at the Branch ranging from Rs. 2,00,000 to Rs. 4,00,000 daily for the last several years. During the months of September to December 1993, the first party workman was reporting shortage in their remittance and they were reimbursing the shortage. Details are given in Para 4 of the counter.

11. Workman committed misconduct and enquiry was held. Enquiry is fair and proper. It is false to say that the chargesheet is concocted and issued at the dictates of Vigilance Cell. Punishment imposed is proper and correct. Management for these reasons and for some other reasons has prayed to reject the reference.

12. It is seen from records that management examined MW1. Workman got examined himself as WW1. This Tribunal by its order dated 24th October 2002 has held that the Domestic enquiry is fair and proper. Thereafter the case was posted for arguments. I have heard both sides in detail. I have carefully considered the entire documentary evidence and the material before the Enquiry Officer.

13. The learned counsel appearing for management has relied the following decisions:

- (1) 2001(1)LLJ 1330 (SC)
- (2) 2000(II)LLJ 1395 (SC)
- (3) 1995(1)LLJ Kar (DB)=1995 (1)LLJ 233 (SB)
- (4) AIR 1998 SC 2311=1998 Lab IC 2524=AIR 1998(4)SCC 310
- (5) 1996 Lan I.C 1056 (SC)
- (6) JT 1998(9) SC 37
- (7) JT 1989(2) SC 132
- (8) 1987 Lab IC 77
- (9) AIR 1997 SC 2661
- (10) AIR 2000 SC 3028
- (11) 2000(II)LLJ 1367 (Kar)
- (12) 1999 (II) LLJ 155

14. I have read the above decisions very carefully.

15. Now that the enquiry is held as fair and proper and this tribunal has little discretion to interfere with the punishment imposed by the management. There is nothing on record to show that the workman has established that the findings given by the Enquiry Officer is perverse. If the findings is not perverse this tribunal has no discretion to interfere with the punishment imposed by the Disciplinary Authority.

16. I have considered the entire material before me very carefully. The Enquiry Officer has rightly conducted the enquiry and followed the required procedure. The

Enquiry Officer has considered the entire evidence, records and documents and has come to the right conclusion. There is no perversity in the findings given by the Enquiry Officer. Misconduct is proved. The workman has taken excess amount from the customers. Workman being an employee of the National Bank it is the responsibility of the workman to work honestly and sincerely but the workman has committed misconduct. The Enquiry Officer has discussed the entire evidence before him properly and has come to the correct conclusion. There is nothing on record that the findings is perverse.

17. I have read the decisions relied by the management carefully. Keeping in mind the principles held in the decisions and the fact that the misconduct is proved, I am of the opinion that it is not a fit case to invoke the provisions of Section 11 A of the ID Act. Accordingly I proceed to pass the following order:

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 28th February 2003).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 4 मार्च, 2003

का. आ. 1060.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण महाराष्ट्र, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-3-2003 को प्राप्त हुआ था।

[सं. एल-12012/41/2001-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 4th March, 2003

S.O. 1060.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Maharashtra, Pune now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 3-3-2003.

[No. L-12012/41/2001-IR(B-I)]
AJAY KUMAR, Desk Officer.

ANNEXURE

BEFORE SHRI J. L. DESPANDE : INDUSTRIAL
TRIBUNAL MAHARASHTRA : PUNE

REFERENCE (IT) No. 25 of 2001

Between :

State Bank of India, PuneFirst Party

And :

Their WorkmenSecond Party

In the matter of : Dispute between the above referred parties in respect of the matters specified in the Schedule to the order of the Reference which is to the effect "Whether the action of the Management of the State Bank of India, Rajgurunagar, in terminating the services of Shri V.V. Athavale, w.e.f. 15-9-1993, on the alleged ground of voluntary cessation of employment and also without initiating any disciplinary action is justified? If not, what relief the concerned employee is entitled to?"

Appearances : Shri A.G. Kulkarni, Advocate for the Second Party Workman.

Shri D.V. Kulkarni, Advocate for the First Party Bank.

30th January, 2003

AWARD

1. This is a Reference under Section 10(1)(d) read with Section 2-A of the Industrial Disputes Act, 1947, to adjudicate the dispute between the Assistant General Manager, State Bank of India, Pune, First Party and Shri Vishwas Vinayak Athavale, Second Party, in respect of the demand—matters, specified in the schedule to the order of the Reference, which is as under :—

"Whether the action of the management of the State Bank of India, Rajgurunagar, in terminating the services of Shri V.V. Athavale, w.e.f. 15-9-1993, on the alleged ground of voluntary cessation of employment and also without initiating any disciplinary action is justified? If not, what relief the concerned employee is entitled to?"

2. The second party employee was in the employment of the First Party as a Clerk. He was transferred to Rajgurunagar Branch, Taluka Khed, Dist. Pune. The second party had availed leave travel concession for the period 1-2-1993 to 8-2-1993. According to the second party employee, because of his own illness as well as illness of his wife, he could not resume his duties. However, he had forwarded the medical certificate and the application to the first party. According to the second party, inspite of the intimation being given by the second party to the first party, his absence was taken as unauthorised absence. The first party issued notices to the second party on 18-5-1993, 25-6-1993 and 7-8-1993. The first party, vide order, dated 24-11-1993, communicated to the second party that

the second party has voluntarily retired from the service with effect from 15-9-1993. The second party preferred departmental appeal but no orders were passed. According to the second party, the order passed by the first party as regards voluntary cessation of service by the second party is totally biased and malafide since the second party had availed the leave from 1-2-1993 to 8-2-1993 and it was extended till 20th March, 1993. The second party had also sent the telegram about his absence. Ignoring his applications for the leave, preferred by the second party, the first party treated his absence as unauthorised absence and passed the order of termination of his services, which is illegal. According to the second party, the alleged misconduct assuming that it was there, was of a minor nature and the first party did not consider the provisions of the service conditions of the employees and passed the illegal order. The second party approached the Central Government and the present dispute has come to be referred for adjudication to this Tribunal.

3. On receipt of the notices, the first-party Bank appeared and filed its written statement at Exh. C-4. According to the first party, the second party proceeded on leave from 1-2-1993 to 8-2-1993 and availed the leave fare advance in sum of Rs. 5,500/-. The leave was extended upto 20th March, 1993 and further, the second party submitted the application alongwith the medical certificate, dated, 22-4-1993. In the meantime, the second party did not resume his duties. Accordingly, the notices, dated 8-4-1993, 18-5-1993, 25-6-1993 and 7-8-1993, were served upon him to resume his duties. However, the second party chose to remain absent and did not resume duties. Ultimately, vide letter, dated 24-11-1993, the first party informed the second party that his services were terminated on the ground of cessation of service with effect from 15-9-1993. Thus, the first party justified its action of the termination of the services of the second party on the ground of voluntary cessation of service.

4. The second party then filed rejoinder at Exh. U-5 and reiterated most of the contentions in the statement of claim filed at Exh. U-3.

5. On the basis of the pleadings of the party, the following issues came to be framed at Exh. O-2. The issues, with their findings, for the reasons given thereon, are as follows:—

- | | |
|---|-----|
| 1. Whether the action of the Management of the first party in terminating the service of second party w.e.f. 15-9-1993 on the alleged ground of voluntary cessation of employment, is legal and justified ? | Yes |
| 2. Whether the said action is legal and justified since there had been no departmental enquiry ? | Yes |

- | | |
|---|---|
| 3. Does the first party management prove the alleged misconduct on account of voluntary cessation of employment on the part of the second party ? | Yes |
| 4. Whether the punishment inflicted by the first party is proper ? | Yes |
| 5. What award | The demand of the second party is rejected. |

REASONS :

Issue No. 2 :

6. In the written statement (Exh. C-4) the first party took the stand that the present Reference made by the Central Government to this Tribunal is not maintainable. However, I have satisfied myself that the Reference is maintainable. Moreover, the first party did not press this contention, during the course of the trial of the Reference and no issue has been framed to that effect. Thus, there remains no force in the contention in the written statement that the Reference is not maintainable.

7. In the present case, admittedly, the first party Management did not hold enquiry before passing the order of the termination of the second party, on the ground of voluntary cessation of the service. In the written statement, in paragraph No. 21 the first party made averments that it craves leave of this Tribunal to lead the evidence to substantiate the stand taken by the first party and to prove that the action on the part of the first party to terminate the services of the second party on account of unauthorised absence of the second party was justifiable. In pursuance of this statement, the second party has adduced the oral as well as the documentary evidence, before this Tribunal. Now, it is the settled principle of law that the employer can prove the misconduct of the employee by leading the evidence before the Court and thereby justify the order of termination/dismissal. Therefore, the order of termination does not become illegal merely because the first party has not initiated any domestic enquiry, before passing the said order.

Issue Nos. 1 and 3 :

8. It is an admitted position that the second party was transferred to Rajgurunagar Branch, as a Clerk and he joined there. There are certain averments in the statement of claim as regards his transfer, but that is not the subject matter of the present dispute. It is an admitted position that on joining the duty at Rajgurunagar Branch, the second party availed the leave travel fare advance in sum of Rs. 5,500 (Rs. Five thousand and five hundred) and proceeded

on leave from 1-2-1993 to 8-2-1993 and thereafter did not resume duties.

9. The second party led his evidence by way of affidavit, filed at Exh. U-11. The contents of the affidavit are more or less similar to the contents of the statement of claim. At page No. 14 of the affidavit, he has stated that the second party remained on leave from 1-2-1993 to 8-2-1993 and further stated that he had sent telegram to the first party to inform that he would resume duties on 14-3-1993. He further stated that he had forwarded the medical certificates, dated 1-2-1993 and 25-4-1993. According to him, the notice dated 8-4-1993, issued by the first party to the second party was pre-mature. At page no. 15 he admitted to have received the notices dated 18-5-1993, 25-6-1993 and 7-8-1993. During the course of cross-examination, he admitted that he had withdrawn Rs.5,500/- as advance towards the L.T.C. but he did not proceed on tour. He further admitted that he refunded the advance received from the bank and deposited the same after his service was terminated. He further admitted that during the period from 8-2-1993 to 24-11-1993 he was not on leave. He admitted to have received all the notices, sent by the first party and further admitted that he did not join the duties, as per those notices. He admitted that he had sent telegrams to the Bank but did not avail any leave from the Bank.

10. The witness examined by the first party, who was Manager at Rajgurunagar. He proved the office-copies of the notices sent to the second party and further deposed that the second party was allowed to avail the L.T.C. subject to account for.

11. Now, turning to the documentary evidences, it is seen that the complainant himself produced the original notice dated 8-4-1993 [Exh. U-24(1)] issued by the first party. On going through the contents of the same, it is seen that the second party had availed the advance in sum of Rs. 5,500/- towards the L.T.C. but did not submit the bill. It is mentioned in the notice that the second party sent communication that he would resume duty on 15-2-1993 or 14-3-1993. The second party was informed that he should report for duty and submit the L.T.C. Bill. This notice, not being complied with, the first party served the notice dated 18th May, 1993, Exh. U-24(2). In this notice, it was mentioned that the second party was absent from duty from 1-2-1993. He was directed to report for duty within 30 days from the receipt of the notice and warning was given that if he failed to resume duty, his absence would be treated as "voluntary cessation of service." This was followed by the second notice dated 25th June, 1993, Exh. U-24(3). In this notice, reference was made to the earlier notice dated 18th May, 1993 and he was advised to resume duties within 30 days and warning was given that he failed to resume duty the first party would assume that he had "relinquished" his service. This was followed by final notice

dated 7th August, 1993, Exh. U-24(4). In this notice also, there was reference to the earlier notices and warning was reiterated that if he failed to resume his duties within 30 days from the receipt of the notice, the first party Bank would assume that he had relinquished his service. Thus, these notices and the contents thereof, show that from April 1993, till the date of the passing of the order dated 24-11-1993, the first party had served four notices and in the last three notices, there was specific warning that if the second party failed to resume his duty, it would amount to "relinquishment" or "abandonment" of the service. The message was clearly conveyed by the first party Bank to the second party. By sending the notices, the first party had given warnings of its proposed action, should the second party failed to comply with the same.

12. It is significant to note that during this period of 8-4-1993 to 24-11-1993, the second party did not resume duty. According to him, he had sent the telegram on 15-2-1993 and 9-3-1993 and he has produced the postal receipts with Exh. U-23. They were prior to the first notice dated 8-4-1993. The first party admitted the receipt of those telegram, in its first notice dated 8-4-1993. However, after the first notice dated 8-4-1993, was served, the second party did not send any leave application or did not send any communication to the first party Bank. Now, in the statement of claim, the second party averred that because of his illness and the illness of his wife, he would not resume his duties. In the representation dated 29-7-1994, Exh. U-20, he referred to the mental illness of his wife. However, he did not lead any evidence as regards the mental illness of his wife and his own illness. He did not send any communication to the first party to explain that because of his own illness and the mental illness of his wife, he was unable to join his duties. There is reference to certain medical certificates, but they were not produced before the first party and no attempt was made during the trial to seek their production and prove the same. Thus, the position, that emerges is that before 1-2-1993, the second party received advance in sum of Rs. 5,500/- for the L.T.C. but did not proceed on tour. He did not account for the same. Thereafter, he did not resume duty and except two telegrams dated 15-2-1993 and 9-3-1993, he did not send any communication to the first party bank. He did not reply a single notice which was served on him from 8-4-1983 onwards. The first party Bank in very explicit terms, had made it clear that if he failed to resume his duties, within 30 days from the service of a particular notice, it would be construed as "cessation of service." Despite such serious warning, given by the first party Bank, the second party employee did not resume duty. This shows utter disregard towards the discipline and the first party Bank was justified in construing from this conduct as well as silence of the second party that he had abandoned his service. On service of the four notices, referred to above, ultimately, the Bank took the decision to terminate his services on the ground

that by his long absence from the service, there was cessation of his service and communicated that decision, vide letter, dated 24-11-1993, Exh. U-24(5). On assessment of the entire material I find that the first party had not acted hastily, but the first party had given reasonable opportunity to the second party-employee to resume his duty. It had served upon him four notices, which contained the warning of the serious consequences. Still then, the second party employee preferred to disregard and ignored those notices and from this conduct, it can be safely inferred that the second party had no intention to join the duties. The personal problems, which are now put-forth, are mere excuses and they were never conveyed to the employer Bank. I, therefore, hold that the action taken by the first party, vide letter dated 24-11-1993, was not mala fide and it was legal and justified action, on account of the misconduct, on the part of the second party employee.

13. In this regard, it be noted that the first party, through its witness-Koyot Borapart Jeevan (CW-1), adduced the evidence that in the past also, the second party had remained absent for total number of 781 days from 1981 onwards and those days were treated as the loss of pay. Alongwith Exh. C-7, pages Nos. 1 to 4, the first party Bank has produced such record. It shows that even in the past, the second party employee had remained absent without availing the leave.

14. Learned Advocate for the second party filed the written arguments as well as by making oral submissions, tried to impress upon me that the present case was the case of "absence without leave" or "over-staying the sanctioned leave" and thus, it was a minor misconduct. According to him, the second party employee had withdrawn certain sum towards the L.T.C. and had availed the leave from 1-2-1993 to 8-2-1993 and this shows that initially, the second party availed the leave but thereafter he remained absent and on this basis, the Court should infer that the present case was the case of "over-staying the sanctioned leave." On this basis, he further submitted that assuming that there was misconduct, it fell under minor misconduct for which the punishment of termination from the service was harsh and also beyond the provisions of the Service Conditions. The learned Advocate for the second party made available the Book titled as "Service Conditions of the Bank Employees" by R.K. Ghotgalkar., Chapter-XXX at page No. 229 of this Book, deals with the "Disciplinary Action and the Procedure Therefore" Clause-5 of this Chapter gives the instances of the misconducts. Clause 6 deals with the punishment of "gross misconducts" and Clause-7 deals with the "minor misconduct." Under Clause 5(p)—remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days, is included in "gross misconduct". For "gross misconduct" the punishment of dismissal, discharge or compulsory retirement, besides other punishments, is provided. As pointed out above, Clause-7 deals with the

"minor misconduct" and Clause-7(a) has been relied upon by him, which reads as follows :—

"absence without leave or over-staying sanctioned leave without sufficient grounds."

Thus, on the basis of the provisions contained in Clause 7(a), according to the learned advocate for the second party, the misconduct was of minor nature and the punishment provided in Clause-8 for the "minor misconduct" should have been inflicted.

15. Now, the evidence on record shows that the initial leave for one week was not sanctioned but he had merely withdrawn the amount of the advance in sum of Rs.5,500/. Then from the contents of the notices, issued by the first party Bank, it is seen that from February, 1993, onwards, the employee did not join the duties. He did not reply the notice, which contained severe warnings. Thus, this conduct on the part of the second party employee cannot be construed of "over-staying the sanctioned leave without sufficient grounds" but it falls under the "gross misconduct" as defined in Clause 5(p) i.e. "remaining unauthorisedly absent without intimation, continuously for exceeding 30 days."

16. From the contents of the notices served upon the second party by the first party Bank and particularly the reference to paragraph No. 522(3) of Sastry Award in the notice, dated, 18th May, 1993, Exh. U-24(2), it is seen that the first party Bank had taken action under Chapter XXXIII which is titled as "procedure for termination of service, resignation from service and voluntary cessation of employment by the employees, at page No. 264 of the Book. Below this title there is reference to paragraph No. 522(1) of Sastry Award. Clause No. 6(a) of Chapter XXXIII is material, in this regard and on going through the same, it is seen that it is based on paragraph No. 522(5) of Sastry Award. According to Clause 6(a) when the Management is reasonably satisfied that the employee has no intention of joining the duties, the Management may, at any time, thereafter, give 30 days' notice to the concerned employee and on expiry of the period of 30 days, the Bank may take any action under law or rules of the service. According to Clause 6(c) the Bank has to serve three notices and if the employee failed to resume duties, the Bank is entitled to struck-off his name from the establishment with intimation to the concerned employee that he has voluntarily vacated the appointment. This shows that there is independent provision to deal with the instances of voluntary cessation of the service by the employee. It appears from the contents of the notices and the period mentioned therein and the fact that three notices were served on the employee and thereafter the first party Bank had invoked the provision contained in Chapter XXXIII of the Book Service

Conditions of the Bank Employees and dealt with the second party employee under clause 6 of the said Chapter. This is an independent provision, which confers the right upon the first party Bank to deal with the misconduct of the employees, arising out of the continuous and long absence and his failure to respond to any of the notice. In view of these provisions contained in the said Chapter XXXIII there does not appear to be any substance that it was a case of "over-staying of the leave" and, therefore, it was a "minor misconduct" on the part of the employee.

17. In this context, the learned advocate for the first party Bank has relied upon the Supreme Court decision in the case of **Syndicate bank Vs. General Secretary, Syndicate Bank Staff Association and Another (2000-1 L.L.J. Page 1630)**. In that case, Clause 16 of the bi-partite settlement was invoked by the Bank and the services of the employee were terminated on the ground that the employee had remained absent unauthorisedly. Clause-16 of the bi-partite settlement, relied upon by the Management, in that case, has been re-produced at page No. 1633 of the reported Judgment. I have gone through the same and I find that it is substantially the same as contained in Clause No. 6(a) of Chapter-XXXIII of the conditions of service, in the present case. In that case, Supreme Court set-aside the Judgement of the Karnataka High Court and held that the action of the Bank was perfectly legal and justifiably and there was no reason to interfere. In that case the employee had not accepted the service of the notice, but the employer Bank had adduced the evidence as regards sending of the notices, by registered post. In the present case, the employee has admitted the receipt of the four notices and in fact, he had produced the same. It is an admitted position in the present case that the second party employee did not resume duty despite of the service of the above referred four notice. Thus, Supreme Court decision, relied upon (Supra), is squarely applicable to the facts of the present case.

18. Learned advocate for the first party Bank has also relied upon the decision of Bombay High Court in the case of **M.D. Kawade Vs. Mahindra Engg. & Chemical Products Ltd., Pune and another (2000-1 C.L.R. page 545)**. In that case, the employee was dismissed from the service for habitual absence. Labour Court rejected the demand in the Reference proceeding and held that the punishment was justifiable. Writ Petition was filed in the Bombay High Court against the said order of the Labour Court and it was dismissed on the ground that habitual absenteeism of the workman was duly proved and the workman must always "be at the work" and "not away from the work".

19. For the foregoing reasons, I record the findings on the issues Nos. 1 and 3 against the second party employee.

20. Issue No. 4 :

As discussed above, the second party employee had

remained absent without sufficient ground. He had not replied the notices sent by the first party Bank. Even during the trial of the Reference, he did not adduce any evidence to justify his absence. There is no material on the record to hold that the punishment imposed by the first party Bank is unduly harsh or shockingly-disproportionate. It is consistent with the provisions contained in the "Service Conditions" applicable to the employees. I therefore, hold that the punishment inflicted by the first party is proper and justifiable and there is no reason to interfere with the same.

21. As a corollary of this findings recorded on the issues and for the reasons given thereof, I hold that the demand of the second party under adjudication, is not substantiated and the same is rejected and the Reference deserves to be disposed of, accordingly. Hence I proceed to pass the following award.

AWARD

- (i) The demand of the second party for reinstatement is rejected as the same is not substantiated and proved.
- (ii) The Reference is answered accordingly.
- (iii) Award is made, accordingly.

30th January, 2003

J. L. DESHPANDE, Industrial Tribunal

नई दिल्ली, 4 मार्च, 2003

का.आ. 1061.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अलापुजा के पंचाट (संदर्भ संख्या -----) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-3-2003 को प्राप्त हुआ था।

[सं० एल-12012/472/2000-आई० आर. (बी. I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th March, 2003

S.O. 1061.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Alappuzha, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 3-3-2003.

[No. L-12012/472/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE
IN THE COURT OF THE INDUSTRIAL TRIBUNAL
ALAPPUZHA

(Dated this the 10th day of February 2003)

Present : Shri K. KANAKA CHANDRAN,

Industrial Tribunal

I. D. No. 35/2001 (C)

Between

The Deputy General Manager, State Bank of India, Zonal
 Office, LMS Compound, Trivandrum-695033, Kerala

And

The workman of the above concern represented by

Shri K. Sasidharan, Padinjarekoyath, Padaharam,
 Thakazhi, P.O. Alleppey Dist. Kerala State.

Representation :

Shri V.K. Ram Mohan Das & : For Management
 Shri C. Parameswaran,
 Advocate, Alappuzha

Shri R. Sankarankutty Nair, : For Workman
 Advocate, Alappuzha

AWARD

1. The Government of India by their Order No. L-12012/472/2000/IR dated 26-6-2001 has referred the following issues for adjudication :

“Whether the action of the Management of State Bank of India, Trivandrum in relation to their Tiruvalla Branch in the terminating the services of Shri K. Sasidharan, Temporary Messenger from April, 1997 is justified ? If not to what relief the workman is entitled?”

2. In the statement of claim filed by the workman it is stated that he had worked as a temporary messenger in various branches of the management bank for the period from July, 1982. During the period in which he had worked he was having almost continuous services till his services were terminated in April, 1997. Immediately before the date of termination, he had more than 240 days of continuous service in the preceding 12 months and because of that he was eligible to get notice pay and compensation under Sec. 25F of the Industrial Dispute Act even assuming the termination in his case was in accordance with law. As no such formalities had been complied with, it is submitted that the termination effected in the case may be declared as null and void. Therefore his plea is for reinstatement in service with the benefit of backwages. Regarding his service history under the management, he had explained in the claim statement as follows :

3. He was selected and employed through the recruitment process of the Employment Exchange and after the appointment, he was serving in a regular post as a temporary messenger. As he was found to be qualified for

being absorbed in the regular service, his name was included in the list prepared for absorption as a regular messenger. The select list was prepared by the Management Bank after conducting interview and that selection itself was on the basis of bipartite settlement. In the list so prepared contained 223 candidates and in that his ranking was 196. According to him, when the select list was prepared there was 223 vacancies and therefore he reasonably thought that he would also be absorbed for the regular service as a messenger. But after appointing 164 candidates from that list, the management stopped further appointment. Because of that he lost his chance. The slow process in appointment adopted by management bank was with the ulterior motive of not giving appointment to him before the stipulated date in terms of conciliation settlement. Therefore his prayer is for a direction to the management to reinstatement him in service with retrospective effect from 1-4-1997 itself.

4. After the filling of claim statement, the counsel for the management filed a statement on behalf of the management party questioning the very maintainability of the reference. In the statement dated 20-10-2001, It is contended that an identical issue concerning the workman also had been referred by the Government of India to the Industrial Tribunal, Quilon and that dispute was registered there as I.D. 100/2000 and that is still pending. In that dispute before the Industrial Tribunal, Quilon, not only the case of workman herein, but also 83 other similarly placed are the subject matter for adjudication. Therefore the present reference will operate as adjudicate.

5. It is true there is some kind of similarity to some extent in the nature of relief sought through both the Industrial Disputes. In the dispute pending before the Industrial Tribunal, Quilon, the issue referred was relating to the termination of 84 workmen. Only from the list produced by the parties before that Tribunal, it came to light that workman's name was also included in that. Moreover, concerning another worker included in that list, another industrial dispute was adjudicated by the Industrial Tribunal, idukki granting the relief prayed for.

6. As the industrial adjudicator, this Tribunal is bound to answer a reference if a reference is made competently by the appropriate Government. If any of the parties in the dispute is aggrieved with the reference, it could have approached the higher court by challenging the competency of the reference. As an adjudicator, this Tribunal cannot sit in judgement on the wisdom of the appropriate Government in referring disputes of some what similar nature to different Industrial Tribunals. Evidently there is substantial difference in the industrial dispute referred to Industrial Tribunal, Quilon. The issue referred to that Tribunal is the justifiability of termination of 84 empanelled temporary messengers as shown in the list annexed. Where in the present dispute, the issue is the legality of termination of

service of the workman Sasidharan from April, 1997. While this dispute before this Tribunal is relating to one individual, the other one is a general issue on justifiability of not giving appointment to empanelled candidates. Of course, the ultimate relief to be granted may be the same. As noted earlier, once the reference is accepted, this Tribunal is bound to answer the same. It is the look out of the aggrieved party either by challenging such reference or moving the Government itself for the withdrawal of the reference. Having not done anything in that respect, I feel there is no meaning in deciding that objection as a preliminary issue. Nothing had prevented the management from approaching the Industrial Tribunal, Quilon to delete the name of workman herein from the consideration of the general issue pending before this Industrial Tribunal, Quilon.

7. The management filed a written statement in which several contentions were raised including the background in which workman and the similarly placed messengers were empanelled for giving absorption in regular service. It is unnecessary to repeat all those factual details. It is stated that on the basis of various settlements dated 17-11-1987, 16-7-88 and 9-1-1991, it was agreed to consider the case of temporary employees in the vacancies likely to arise upto 1994. Subsequently, for giving effect to the appointment from the empanelled list of candidates, another settlement was signed under Sec. 18(1) of the Industrial Dispute Act on 30-7-1996. That was the 5th settlement in that respect. The management was permitted to make absorption for the period up to 31-3-1997. According to management once such a settlement is expired, the workman cannot insist that he should be considered for appointment even after the expiry of the period fixed in the conciliation settlement which was lapsed on 31-3-1997. In view of the fact that the workman could not be appointed before the stipulated date, he cannot have any legal right to continue in employment. That is in sum and substance the contention raised by the management.

8. Both parties adduced oral and documentary evidence. It is not in controversy that the workman had almost continuous service under the management from 1982 onwards till his services were terminated in March, 1997. There is no controversy on the fact that during the immediate preceding 12 months of the termination, the workman had more than 240 days of continuous service to his credit. In view of that, in terms of Sec. 25-F of the I.D. Act, he is entitled for notice pay and compensation. As it was not done by the management, the termination effected can only be declared as null and void. This was disputed by the counsel for the management stating that since the termination was in accordance with direction of conciliation settlement Ext. M. 7 Sec. 25-F, is not attracted. Apart from that, there is no other contention that the termination was strictly in accordance with the order of appointment given. If we have a glance at Ext. M7 settlement, it can be seen

that the management had not been given any absolute right to terminate any of the employees empanelled on expiry of the specified operation of the settlement for absorption. On the other hand it is obligatory to the management to fill up all the post before 31st March, 1997. Ex. M7 settlement will indicate only this :

"It was also agreed that the modalities about drawing names from either the panel of temporary employees or the panel of daily wages and casual labour, would be decided administratively on Circle to Circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle Management. It was also agreed that all messengerial positions in the subordinate cadre including pari-time attendants specifically provided as leave reserve will be filled before 31st March, 1997.

As regards non-messengerial positions, it is agreed that all such posts sanctioned and shall be fallen vacant upto 31st March, 1997 shall be filled before the empanelled list is allowed to lapse."

9. By giving a wrong interpretation to the above provision, the Management assumes that on the elapse of panel, the service of the workman who had rendered several years of service could be terminated. In support of the contention, the learned counsel for the management had pointed out one decision of the Supreme Court in Kalyani shart India Ltd., Vs. Labour Court, Quilon (AIR 2002 SC 300). That decision was in a contest where the service of an employee on probation was terminated before the expiry of probation period without any notice. The management terminated the service strictly in terms of appointment and there was no need for the compliance of Sec. 25-F in such circumstance. Here the facts are different.

10. Now we will have to examine the justifiability of the action of management in delaying the absorption process on the basis of the panel so prepared. With reference to various norms fixed in Ext. M7 conciliation settlement, a panel was prepared for absorption in various branches coming under the Chennai region. In terms of that, the management prepared a panel of eligible candidates which contained 223 names. The workman's ranking in that panel was 196. The list prepared on 27-2-1992 was relating to the absorption of these eligible temporary messengers.

11. In the written statement it is specifically stated by the management in paragraph 13 as follows :

"The local head office, Chennai, who was the appropriate authority to sanction posts of messengers, sanctioned 214 posts since the panel came into existence. As per Government of India directions given to Public Sector Banks, 25% of the messenger vacancies have to be filled up by conversion of eligible full-time General Attendants.

After ear-marking 25% for conversion of full-time General Attendants, the remaining number of vacancies available was 160.....

Orders of appointment were issued to 156 persons out of the select list. Some of the candidates did not join and hence the next persons in the rank list were offered appointment. Thus orders of appointments have been issued upto rank number 169.”

12. In view of the expiry of the list as on the date 31-3-1997, the learned counsel for the management submits that merely because of the inclusion of the workman's name in the panel, he will not get any vested right for getting regular appointment. It is further submitted that the employment of the workman in the dispute was governed by the provisions contained in the settlement Ext. M7 and that itself clearly sets out the terms of engagement of the worker concerned in the dispute. According to the Management, the list prepared in accordance with that settlement lapsed on 31-3-1997 and therefore the right, if at all any, available to the workman will extinguish on expiry of that settlement. In this connection it is useful to go through Ext. M7 settlement once again. That conciliation settlement which was signed on 13-7-1996 was to extend the validity of the earlier five settlements entered into in that behalf. It is relevant to note the following paragraph of that settlement :

“Whereas, in terms of the minutes of the conciliation proceedings held on the 9th June, 1995 before the Regional Labour Commissioner (Central) at Hyderabad in partial modification on the earlier settlements, it was agreed that both the panels of temporary employees and daily wage/casual employees will be kept alive upto March, 1997 for filling up vacancies existing/arrived at as on 31st December, 1994 as per the norms agreed to between the Bank and Federation and the identification of messengerial vacancies would be done with effect from 1st April, 1997 on the basis of new norms to be finalised in the meantime. It was also agreed that the modalities about drawing names from either the panel of temporary employees or the panel of daily wages and casual labour, would be decided administratively on Circle to Circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. *It was also agreed that all messengerial positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled before 31st March, 1997.*

As regards non-messengerial positions, it is agreed that all such posts sanctioned and fallen vacant upto 31st March, 1997 shall be filled before the empanelled list is allowed to lapse.”

13. From a reading of the above provisions in the settlement, it can be seen that panel containing the names of temporary employees and daily wage casual employees should have been kept alive for filling up vacancies existing/arrived at as on the date 31st December, 1994. A panel was prepared containing the names of 223 persons including that of the workman on 27-2-1992. He was holding the rank number 196 in the panel of 223 names. As per Ext. M7 conciliation settlement, the vacancies of temporary Messengers as on the date 31-12-1994 were to be filled up by keeping the panel live upto 31-3-1997. In view of that there was enough occasion for giving regular appointment to the workman in service in any of the vacancies existed upto 31-12-1994. In the counter statement filed by the management it is stated that Local Head Office at Chennai has sanctioned 214 posts since the panel came into existence. That does otherwise mean that when the panel was in existence, apart from already vacant posts, there were 214 sanctioned posts also. But during the conciliation settlement was in force, it appears, the Government of India had given direction to all public sector banks to reserve 25% of the Messenger Vacancies by converting eligible full time general attendants. A reading of the counter statement in paragraph 13 would show that in compliance of the Government of India's directions, the management set apart only 156 posts for giving appointment to the personnel in the panel. No doubt, the directive of that kind and the implementation of the same by the management was clearly in violation of the conciliation settlement Ext. M7 dated 13-7-1996 and other early settlements in that respect. If such directive of the Government of India was already therefor setting apart 25% of the Messenger vacancies to the full time general Attendants, that should have been incorporated in the settlement itself. Therefore the position which emerges from the counter statement is that when the panel was in existence of 214 posts of Messengers were sanctioned and that was the clear intention to give appointment to all the empanelled candidates who were temporary messengers working at that time in various branches under the management before 31-3-1997 itself. There was nothing in the conciliation settlement to set apart 25% of the sanctioned posts to the full time Attendants who were designed as general attendants. Therefore, the appointments given to the full time general attendants in the posts specifically created for the absorption of empanelled temporary messengers was in violation of Ext. M7 conciliation settlement. Therefore, according to me, the contention raised by the management that on the expiry of conciliation settlement Ext. M7 the workman lost this right cannot be sustained in any manner. If appointments were made strictly in terms of the conciliation settlement, the workman who was rank number 196 in the panel would have got regular appointment even before 31-3-1997 as 214 posts of Messengers were created additionally for the specific purpose and in terms of Ext. M7. Therefore there is no justification for denying

regular appointment to the workman before the expiry of the period of appointment.

14. In the result an award is passed holding that the workman concerned shall be given regular appointment in one of the 214 sanctioned posts from the date on which the last of empanelled candidate had got appointment in the regular service. He shall be given full salary and allowance from the date on which this reference was made by the Government of India. Award is passed accordingly.

(Dated this the 10th day of February, 2003)

K. KANAKACHANDRAN, Industrial Tribunal

Appendix

I.D. No. 35/01 (C)

Witness examined on the side of the Management :

MW 1 : L. Kamalolbhan

Witness examined on the side of the workmen :

WW 1 : K. Sasidharan

Exhibits marked on the side of the Management :

- M1 : Copy of order No. L-12011/29/2000/IR (B-1) dated 27-10-00 with the list of employees, Ministry of Labour, Government of Kerala, New Delhi.
- M2 : Copy of settlement dated 17-11-87 between the management and All India State Bank of India Staff Federation.
- M3 : Copy of settlement dated 16-7-88 between the management and All India State Bank of India Staff Federation.
- M4 : Copy of settlement dated 27-10-88 between State Bank of India and All India State Bank of India Federation.
- M5 : Copy of settlement dated 9-1-91 between State Bank of India and All India State Bank of India Staff Federation.
- M6 : Copy of the minutes of conciliation proceedings dated on 9-6-95 before the Regional Labour Commissioner (Central), Hyderabad and the management and All India State Bank of India Staff Federation.
- M7 : Copy of settlement dated 30-7-95 between the management and All India State Bank of India Staff Federation.
- M8 : Copy of Minutes of Conciliation proceedings dated 21-4-97 before the Regional Labour Commissioner (C), Hyderabad and the management and All India State Bank of India Staff Federation.

Exhibits marked on the side of the workmen :

- W 1 : Certificate issued from the Management to Sri. K. Sasidharan, Workman.
- W 2 : Copy of Representation dated 15-4-97 sent by the workman to the management.

(Dated this the 10th day of February 2003)

नई दिल्ली, 4 मार्च, 2003

का.आ. 1062.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण-कम-लेबर कोर्ट, उदयपुर के पंचाट (संदर्भ संख्या आई. डी. नं. 1/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-3-2003 को प्राप्त हुआ था।

[सं० एल-12012/245/99-आई० आर. (बी. 1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 4th March, 2003

S.O. 1062.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 1/2000) of the Industrial Tribunal /Labour Court, Udaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 3-3-2003.

[No. L-12012/245/99-IR (B-I)]

AJAY KUMAR, Desk Officer

अनुबन्ध

न्यायालय : न्यायाधीश, औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

पीठासीन अधिकारी : श्री एल. डी. शर्मा, आर. एच. जे. एस. ओ. विवाद संख्या 1/2000

1. उमेशचन्द्र भारद्वाज पुत्र श्री बी. डी. भारद्वाज ब्राह्मण, निवासी 324 रोड नं. एल 1 भूपालपुरा उदयपुर—प्रार्थी

बनाम

रीजनल मैनेजर स्टेट बैंक आफ इण्डिया, रीजनल आफिस नं. 2 लाल कोठी टॉक रोड, जयपुर—विपक्षी

उपस्थित :—

श्री सी पी शर्मा : प्रार्थी की ओर से

श्री पी सी पानेरी : विपक्षी की ओर से

:: पंचाट :: दिनांक 13-1-2003

भारत सरकार के श्रम विभाग द्वारा जरिये पत्र क्रमांक एल-12012/245/99/आई.आर. (बी-1) दि. 11-11-99 द्वारा निम्न आशय का प्रसंग इस न्यायालय को निर्णय हेतु प्रेषित किया गया।

“Whether the action of the Manager of State Bank of India, is issuing memorandum dated 28-5-97 to Shri Umesh Chandra Bhardwaj Assistant (Cash & Account) for deemed voluntarily retired from service

on 6-2-95 is legal and justified? If not what relief the concerned workman is entitled to?"

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 22-2-2000 को दर्ज रजि. किया जाकर पक्षकारान को नोटिस जारी किये गये जिस पर प्रार्थी की ओर से क्लेम व विपक्षी की ओर से जवाब पेश किया गया।

संक्षेप में प्रार्थना पत्र के तथ्य इस प्रकार हैं कि प्रार्थी की नियुक्ति विपक्षी के अधीन उदयपुर ब्रांच में दि. 9-6-83 को क्लर्क कम-कैशियर के पद पर हुई थी। वर्ष 1988 में प्रार्थी ने गृह निर्माण हेतु ऋण के लिये आवेदन किया और उसे दि. 6-6-88 को गृह निर्माण हेतु 1,20,000/- रु. का ऋण स्वीकृत किया गया लेकिन प्रार्थी को 93,500 रु. की राशि दी गई जिसमें से भी 21,500/- रु. की राशि जमीन की कीमत हेतु थी अतः निर्माण हेतु कुल 72,000/- रु. ही वितरित किया गया। इस बीच उक्त ऋण की राशि प्रार्थी के समकक्ष कर्मचारियों के लिये 1,10,000/- रु. के बजाय 1,50,000/- रु. तक स्वीकृत करने के नियम आ गये और यह राशि 5 प्रतिशत ब्याज पर मिलनी थी। लेकिन प्रार्थी का 1,50,000/- रु. का ऋण स्वीकृत नहीं किया गया। इसी के साथ जिनके मकान का कार्य अधूरा है उन्हें कॉमर्शियल रेट पर 90,000/- रु. अलग से ऋण देने का नियम आया प्रार्थी ने इस हेतु भी आवेदन किया लेकिन प्रार्थी को 50,000/- रु. की राशि दी गई। इसलिये प्रार्थी का मकान अधूरा रहा। प्रार्थी को सी ए वाई वी परीक्षा पार्ट 1 में नहीं बैठने दिया गया। प्रार्थी को ऋण चुकाने हेतु समय नहीं दिया गया व पूरा ऋण नहीं दिया गया जिससे प्रार्थी आर्थिक रूप से परेशान रहने लगा और दि. 28-1-95 को उसका स्थानान्तरण उदयपुर से निम्बाहेड़ा कर दिया गया। प्रार्थी को टी ए डी ए की राशि प्रदान नहीं की गई। प्रार्थी दि. 10-5-97 को निम्बाहेड़ा ड्यूटी जोईन करने के लिये जा रहा था कि रास्ते में हार्ट अटैक हो गया और 11-5-97 से 15-5-97 तक अस्पताल में भर्ती रहा व उसके बाद डाक्टर ने उसे रेस्ट बताया इसकी सूचना प्रार्थी ने दि. 24-5-97 को विपक्षी को दी। विपक्षी ने सहयोग देने के बजाय दि. 28-5-97 को उसे सेवा से पृथक् कर दिया। उक्त आदेश में प्रार्थी को सेवा से पृथक् किया जाना नहीं लिख कर यह लिखा गया कि यह मान लिया गया है कि आप सेवा से स्वैच्छिक रूप से 6-2-95 को सेवा निवृत्त हो गये हैं। प्रार्थी को विपक्षी द्वारा स्वैच्छिक रूप से सेवानिवृत्त मान लिये जाने का आदेश दि. 28-5-97 औ. वि. अधि. की धारा 2(O)(O) के अन्तर्गत छंटनी की परिभाषा में आता है और विपक्षी द्वारा प्रार्थी की छंटनी करने से पूर्व औ. वि. अधि. की धारा 25 एफ. जी. एच की पालना नहीं किये जाने से अवैध एवं शून्य है। अतः पुनः सेवा में लिया जाकर समस्त सेवा लाभ प्रदान कराये जावे।

विपक्षी ने अपने प्रत्युत्तर में यह उल्लिखित किया है कि प्रार्थी को स्टेट बैंक निम्बाहेड़ा में कार्यग्रहण हेतु निम्बाहेड़ा शाखा के पत्र संख्या बी एम 12 दि. 25-5-95 एवं जैड ओ जे/आर-2/पीएण्डसी/1366 दि. 30-12-95 के द्वारा कहा गया लेकिन प्रार्थी ने न तो निम्बाहेड़ा शाखा में कार्य ग्रहण किया और न ही उदयपुर निम्बाहेड़ा जाने हेतु कोई किराया भत्ता मांगा। विपक्षी ने प्रार्थी को निम्बाहेड़ा शाखा के पत्र दि. 20-4-95 व 20-5-95 व आंचलिक कार्यालय के पत्र दि. 30-12-95 एवं निम्बाहेड़ा शाखा के पत्र दि. 19-4-97 आंचलिक कार्यालय के पत्र दिनांक 28-5-97 के द्वारा उसे निम्बाहेड़ा शाखा में कार्यग्रहण करने हेतु हिदायत

दी गई लेकिन कार्यग्रहण नहीं किया गया न कारण बताया गया। इस कारण सेवा शर्तों के अनुसार स्वैच्छिक सेवा त्याग मान लिया गया। प्रार्थी ने स्वयं स्वैच्छिक रूप से विपक्षी की सेवा का त्याग किया है। अब प्रार्थी विपक्षी से किसी भी प्रकार का कोई लाभ प्राप्त करने का अधिकारी नहीं है। प्रार्थी ने कभी कोई मेडिकल प्रमाण पत्र, अवकाश प्रमाणपत्र आदि नहीं दिया। अतः प्रार्थना पत्र खारिज किया जावे।

मैंने दोनों पक्षों को सुना व पत्रावली का अवलोकन किया। प्रार्थी ने अपने कथनों के समर्थन में स्वयं का शपथ पत्र प्रस्तुत किया जबकि विपक्षी की ओर से रोहित कुमार शाखा प्रबंधक का शपथ पत्र प्रस्तुत किया गया। दोनों पक्षों ने एक दूसरे से जिरह की। दोनों पक्षों ने अपने अपने समर्थन में दस्तावेज प्रस्तुत किये। यह निर्विवाद है कि प्रार्थी विपक्षी की सेवा में कनिष्ठ लिपिक कम-कैशियर के पद पर उदयपुर शाखा में कार्यरत था। प्रार्थी विपक्षी का एक स्थाई सदस्य था। प्रार्थी का तर्क है कि वह बैंक की यूनियन का पदाधिकारी था तथा विपक्षी के अधिकारी उससे इस कारण वैमनस्य रखते थे। उसके अनुसार इसी कारण से उसे स्वीकृत गृह निर्माण ऋण रोक लिया गया तथा उसे निम्बाहेड़ा स्थानान्तरण पर जाने के लिये अग्रिम यात्रा भत्ता नहीं दिया गया। मैं इस प्रश्न पर जाना आवश्यक नहीं समझता हूँ क्योंकि अन्य तर्क जो उठाये गये हैं उनमें अधिक बल है। विपक्षी की ओर से रोहित कुमार शाखा प्रबंधक का शपथ पत्र प्रस्तुत हुआ है और उससे जिरह की गई है उसने अपनी जिरह में यह स्वीकार किया है कि प्रार्थी का स्थानान्तरण करने का अधिकार सहायक जनरल मैनेजर को था। वह स्वीकार करता है कि प्रार्थी को प्रदर्श 34 के द्वारा कार्य मुक्त किया गया और प्रदर्श 34 पर केवल शाखा प्रबंधक के ही हस्ताक्षर हैं। यह भी स्वीकार करता है कि प्रदर्श 34 ही प्रार्थी का स्थानान्तरण आदेश है व इसके अलावा किसी उच्च अधिकारी ने कोई स्थानान्तरण आदेश जारी नहीं किया है। प्रदर्श 34 को देखने से प्रकट होता है कि यह उदयपुर के शाखा प्रबंधक ने जारी किया है और इसमें यह अंकित किया गया है कि आंचलिक कार्यालय के निर्देशानुसार प्रार्थी को प्रशासनिक कारणों के कारण आज दि. 28-1-95 को कार्य मुक्त किया जाता है और वह अपनी उपस्थिति कार्य अवधि के पश्चात् निम्बाहेड़ा शाखा में दें। जाहिर है कि इसमें यह अंकित नहीं किया गया है कि किसी अधिकारी के कहने से प्रार्थी का स्थानान्तरण किया गया है और कार्यमुक्त किया गया है। प्रदर्श 34 को देखने से प्रकट होता है कि यह केवल कार्यमुक्ति का आदेश है और इसके द्वारा प्रार्थी का स्थानान्तरण नहीं किया गया है। विपक्षी के अधिवक्ता सहमत है कि शाखा प्रबंधक उदयपुर को प्रार्थी का स्थानान्तरण करने का कोई अधिकार नहीं था। विपक्षी राष्ट्रीयकृत बैंक है और इसकी रचना केन्द्र के कानून के अन्तर्गत हुई है। बैंक के नियम बने हुए हैं जिसके अनुसार लिपिक कम कैशियर का स्थानान्तरण सहायक जनरल मैनेजर के अलावा कोई अन्य अधिकारी नहीं कर सकता है और इसमें तो कोई विवाद नहीं है कि एक शाखा प्रबंधक को अपने कर्मचारी का स्थानान्तरण किसी अन्य शाखा जो उसके मातहत में नहीं है करने का अधिकारी नहीं है। इन परिस्थितियों में 1994 इण्डियन फैक्ट्रीज एण्ड लेबर रिपोर्ट्स वोल्यूम 68, 688 डा. रामेश चन्द्र त्यागी बनाम यूनियन आफ इण्डिया में यह निर्णीत किया गया है कि जब स्थानान्तरण का आदेश ऐसे अधिकारी द्वारा पारित किया जाता है जोकि ऐसा करने को अधिकृत नहीं हो या उसे ऐसा कोई अधिकार नहीं दिया गया हो तो ऐसा स्थानान्तरण आदेश नियमों के विरुद्ध है और कानून की नजर में कोई

महत्व नहीं रखता है। ऐसे स्थानान्तरण आदेश के अन्तर्गत की गई विभागीय कार्यवाही व ऐसा आदेश पालन नहीं करने के लिये सेवा से पृथक किये जाने का दण्ड अवैध है। स्थानान्तरण का आदेश अवैध होने से सेवा से पृथक करने का आदेश भी स्वतः समाप्त हो जाता है। विद्वान वकील विपक्षी इस छ नजीर के विरुद्ध कोई कानून नहीं दिखा सके हैं। अतः कानून की स्थिति को देखते हुए यह माना जाता है कि प्रार्थी का स्थानान्तरण आदेश जोकि प्रदर्श 34 के द्वारा पारित किया गया वह अवैध था तथा कानून की नजर में कोई महत्व नहीं रखता था और इसके बाद में इसी आधार पर उसका सेवा से पृथक किये जाने का आदेश भी निरस्तनीय है।

अब यह देखना है कि क्या प्रार्थी का सेवा से पृथक किये जाने का आदेश भी इस आधार पर अवैध है? उसके विरुद्ध कोई विभागीय कार्यवाही नहीं की गई न ही धारा 25 एफ और वि. अधि. की पालना की गई। प्रार्थी के स्थानान्तरण का आदेश प्रदर्श 34 है जिसके अनुसार स्थानान्तरण तो नहीं किया गया लेकिन प्रार्थी को निम्बाहेड़ा शाखा में उपस्थिति देने हेतु दि. 28-1-95 की सांय को कार्य मुक्त किया गया। प्रदर्श 35 का पत्र है जो प्रार्थी ने विपक्षी को दिया। प्रार्थी ने इसमें मांग की कि उसे निम्बाहेड़ा जाने के लिये तथा रहने के लिये आवश्यक वस्तुएं ले जाना है। बस किराया व ट्रेक्टर किराया भी देना है अतः उसे पांच हजार रुपये बतौर अग्रिम यात्रा भत्ता स्वीकृत किया जाए। जाहिर है कि प्रार्थी को कोई यात्रा भत्ता नहीं दिया गया। इसी प्रकार प्रदर्श 36 भी प्रार्थी का पत्र दि. 31-3-95 है जिसके द्वारा उसने विपक्षी से दुबारा अग्रिम की मांग की लेकिन विपक्षी निरुत्तर रहा। विपक्षी का आदेश प्रदर्श 63 है जिसके द्वारा प्रार्थी को बैंक स्थाई आदेशों के अन्तर्गत दि. 6-2-95 से सेवा से अनुपस्थित मानते हुए यह माना गया कि उसके द्वारा दि. 19-5-97 तक सेवा पर नहीं आने से अनुपस्थित मान लिया गया और इस प्रकार नियमों के अन्तर्गत उसकी स्वीच्छिक सेवा निवृत्ति मानी जाती है। इस प्रकार प्रदर्श 63 के द्वारा उसकी सेवा समाप्त मानी गई।

यह निर्विवाद है कि विपक्षी ने प्रार्थी के विरुद्ध उसके द्वारा अनुपस्थित रहने के कारण कोई विभागीय जांच नहीं की और न ही उसे कोई सफाई का मौका दिया। इन परिस्थितियों में 1998 लेबर एण्ड इण्डस्ट्रियल केसेज 1545 यूनियन आफ इण्डिया बनाम शम्मी भान में माननीय सर्वोच्च न्यायालय ने यह माना कि किसी भी स्थाई कर्मचारी जोकि सरकार, सरकार की कम्पनी या अन्य किसी विधिनुसार निर्मित कम्पनी में कार्यरत हो तो उसकी सेवाएं एक महीना या तीन महीने का नोटिस देकर या उसके एवज में उस अवधि का वेतन देकर समाप्त नहीं की जा सकती। इसी प्रकार स्टैंडिंग आर्डर के अन्तर्गत ऐसा प्रावधान है कि ऐसे कर्मचारी की सेवाएं स्वतः समाप्त हो जायेगी और उसे सुनवाई का अवसर नहीं दिया जायेगा तो ऐसा स्थाई आदेश भी विधि विरुद्ध होगा। इस प्रकरण में प्रार्थी जोकि एक स्थाई कर्मचारी था और स्वीकृत अवकाश के बाद भी अनुपस्थित रहा तथा उसकी सेवाएं स्थाई आदेशों के अन्तर्गत समाप्त की गई तो यह माना गया कि उसका सेवा से पृथक्कीकरण रिट्रैचमेंट की परिभाषा में आता है और धारा 25 एफ और वि. अधि. की पालना किये बिना उसकी सेवा समाप्त नहीं की जा सकती। इसी प्रकार आर एल आर 1993 (2) नाथूराम सेनी बनाम हिन्दुस्तान कापर लि. में यह माना गया कि सेवा से अनुपस्थिति दुराचार की परिभाषा में आता है और नियोजक के लिये आवश्यक होगा कि वह

ऐसे दुराचार की प्रार्थी को चार्जशीट देकर विभागीय जांच करे। विभागीय जांच की अनुपस्थिति में उसका सेवा से पृथक किया जाना रिट्रैचमेंट की परिभाषा में आता है और अवैध है। ए आई आर 1982 एस सी 854 एल राबर्ट डिसूजा बनाम एजीक्यूटिव इंजीनियर में भी यही विचार व्यक्त किये गये।

इस प्रकार तथ्यों में कानून की स्थिति को देखते हुए यह पाया जाता है कि विपक्षी द्वारा बिना विभागीय जांच और बैंक के स्थाई आदेशों के अन्तर्गत प्रार्थी की स्वीच्छिक सेवा निवृत्ति मान लिया जाना और वे प्रभाव शून्य है।

विद्वान वकील विपक्षी का तर्क है कि प्रार्थी औ. विवाद अधि. के अन्तर्गत दिये गये वर्कमेन की परिभाषा में नहीं आता है क्योंकि उसका वेतन 4762/- रु. मासिक था। मेरे विचार से इस तर्क में कोई सार नहीं है क्योंकि प्रार्थी का वेतन 4762/- रु. अवश्य था लेकिन वह लिपिक-कम-कैशियर के पद पर कार्यरत था जोकि एक सुपरवाइजरी कार्य होना नहीं कहा जा सकता। यह निर्विवाद है कि प्रार्थी के अधीनस्थ कोई अन्य लिपिक या कर्मचारी नहीं था जिस पर प्रार्थी सुपरवीजन कर सकता हो। बैंक का चपरासी जरूर हो सकता है जोकि प्रार्थी से कागज ले जाकर अन्य टेबल पर देता हो लेकिन यह कार्य सुपरवीजन का कार्य नहीं कहा जा सकता।

विद्वान वकील विपक्षी का दूसरा तर्क है कि यदि बैंक ने कोई विभागीय जांच नहीं की तो प्रार्थी को यह चाहिये था कि वह इस प्रकरण की सुनवाई शुरू होते ही अदालत को आवेदन पेश करता कि विपक्षी से प्रार्थी की विभागीय जांच कराई जावे लेकिन उनके इस तर्क के उत्तर में विद्वान वकील प्रार्थी ने 2001 लेबर एण्ड इण्डस्ट्रियल केसेज 1777 कर्नाटक राज्य परिवहन निगम बनाम श्रीमति लक्ष्मी देवम्मा का निर्णय प्रस्तुत किया है। जहां यह निर्णय किया गया है कि यदि विपक्षी को अपने आदेश को न्याय संगत बनाना हो तो उसका कर्तव्य है कि वह प्रकरण की सुनवाई शुरू होते ही इसके लिये आवेदन पेश कर साक्ष्य प्रस्तुत करे। जाहिर है कि विपक्षी के द्वारा प्रकरण की सुनवाई शुरू होते ही ऐसा कदम नहीं उठाया गया तथा विभागीय जांच के लिये प्रार्थना का कर्तव्य उस पर ही था।

मेरे उपरोक्त विवेचन के फलस्वरूप मैं यह पाता हूं कि प्रार्थी का आदेश प्रदर्श 63 जोकि दि. 28-5-97 का है और जिसके द्वारा प्रार्थी की सेवा दि. 6-2-95 से समाप्त मानी गई है वह अवैध व विधि विरुद्ध है तथा प्रार्थी सेवा में पुनः बहाल किये जाने का अधिकारी है। विपक्षी का यह कथन नहीं है कि प्रार्थी इस अवधि के दौरान कहीं अन्य सेवाएं दे रहा हो जबकि प्रार्थी का कथन है कि वह इस अवधि में बेरोजगार रहा है। अतः प्रार्थी सभी सेवा लाभ प्राप्त करने का अधिकारी पाया जाता है।

अतः विपक्षी को आदेश दिया जाता है कि वह इस पंचाट के प्रचालन के एक माह के भीतर प्रार्थी को पुनः सेवा में बहाल करे तथा उसे दि. 6-2-95 से वेतन व अन्य सेवा लाभ जो देय हो, अदा करे। प्रार्थी को प्रथम नियुक्ति की तारीख से वरीयता भी देय होगी। पंचाट प्रकाशनार्थ भारत सरकार को प्रेषित किया जाये।

पंचाट आज दिनांक 13-1-2003 को खुले न्यायालय में दिखाया जाकर सुनाया गया।

एल. डी. शर्मा, न्यायाधीश

नई दिल्ली, 7 मार्च, 2003

का. आ. 1063.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊदर्न रेलवे, त्रिची के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई डी. 9/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-03-2003 को प्राप्त हुआ था।

[सं. एल-41012/111/2001-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 7th March, 2003

S.O. 1063.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 9/2002) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway, Trichy and their workman, which was received by the Central Government on 06-03-2003.

[No. L-41012/111/2001-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 17th February, 2003

Present : K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 9/2002

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section (2 A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Mrs. G. Annie Christy and the Management of the Deputy Chief Mechanical Engineer, Southern Railway, Trichy].

BETWEEN

Smt. G. Annie Christy : I Party/Workman

AND

The Deputy Chief Mechanical
Engineer,
Southern Railway, Trichy : II Party/Management

APPEARANCE :

For the Workman : M/s. K. Venkataramani &
M. Muthappan,
S. Chandrasekaran,
T.M. Aynagarprabhu,
Advocates

For the Management : Sri N.R. Rajagopalan &
S.V. Vasanthakumar,
Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2 A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-41012/111/2001/IR(B-I) dated 11-01-2002.

On receipt of the order of reference from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 9/2002 and notices were sent to the parties to the dispute by registered post, with a direction to appear before this Tribunal on 7-2-2002 to file their respective Claim Statement and Counter Statement and to prosecute this case further. Accordingly, learned counsel on record on either side have filed their respective claim statement and counter statement and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, documentary evidence let in on the side of the II Party/Management alone, the other material papers on record, after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Southern Railway in dismissing the services of Mrs. G. Annie Christy on the basis of domestic enquiry is justified? If not, what relief the applicant is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Smt. G. Annie Christy (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner has been appointed as a Clerk in Southern Railway on 8.9.1980 at Trichy in the quota reserved for physically handicapped as a Petitioner is a physically handicapped person. Ever since her appointment, she had discharged her duties without any remark whatsoever. When the Petitioner was working as a clerk in ACME/O/GOC on 29-9-1984 she attended duty and was suffering from stomach pain. After signing the muster roll, she saw the cashier disbursing the cash and so she signed her pay sheet and went to her seat at 10.00 hrs. The pain increased and so she had applied for half-a-day's leave and since her Head Clerk was not available there, she submitted the leave application to the Office Superintendent/Stores Section. Thereafter she went upstairs to get her pay. There was a lot of crowd and at about 10.45 hrs. her payment was made to her. Before she received her payment, she noticed that the name of Ms. Arokia Mary Jacintha was called for by the Cashier. She was not there at that time. As usual, the Petitioner received the pay of Ms. Arokia Mary Jacintha intending to hand over the amount to her before going home. Pertinently no other person offered to receive her pay at that time. When she came down with the pay of Ms. Arokia Mary Jacintha

the stomach pain increased more and also she had her pre-menses and its resultant effects like excess bleeding, resulting in soaking of her inner skirt etc. So there was no other alternative facilities inside the shops, she immediately rushed home to change her cloths and to meet the extraordinary physical condition. She could not wait for to find out whether the leave was sanctioned or not due to meelee, she forgot to handover the salary of Ms. Arokia Mary Jasintha. After the Petitioner went to her home, and after recovery of run down physical condition she remembered the salary of Ms. Arokiamary Jasintha was in her possession. By that time it was nearly 13.00 hrs. Immediately she came to the office where she was stopped by the RPF staff at the armoury gate. Then she phoned up to Office Superintendent (Gen) about her coming to office. The Office Superintendent had phoned up RPF to permit the Petitioner to come inside. Since it was a half working day almost all the staff left home. Then she explained the situation to Office Superintendent (Gen) and handed over the salary of Ms. Arokiamary Jasintha to him and went home. Since, the Petitioner had to explain the situation, to the officers and persons available there who are all Males, she felt shy in detailing the situation and instead she stated that she was sick. While so, the situation which was beyond her control was exploited with mala fide motive to fix her on some pretext to spoil her career on account of her stubborn refusal to yield to advances made by one of her superiors whose service record would stand testimony to his character. The same officer was charge sheeted when he was working in the general section, wherein she was working. A mountain was made out of a mole with ulterior motive by concocting and manipulating false evidence against the Petitioner by the said officer under the colour of his authority. The entire disciplinary action was commenced and culminated on mere suspicion. Pursuant to the mala fide action, the Petitioner was suspended from her duties. Later on, she was served with charge sheet dated 4-10-1984 alleging that she was not available in the office (stores section) from 10.15 hrs. on 29-9-84 after signing the muster roll, thereby left the office without any proper authority of her supervisor and that she deliberately received the salary amount of Rs. 709.25 of Ms. Arokiamary Jasintha Clerk from the Cashier and went away without informing to anybody about the same. The Petitioner denied the charges as false and motivated. Following an enquiry, the Petitioner was removed from service by a penalty advice dated 6-6-85 without furnishing the Enquiry Officer's report and calling upon her further representation on Enquiry Officer's report. It is a clear violation of principles of natural justice. The impugned charges are all false and motivated. They are arbitrary, baseless and vague and they are vindictive and they are not charges in the eye of law and on facts. All the annexure III documents are made with ulterior motive at the instigation of the office Superintendent (General/ACME/O/GOC) which are not correct and true. The Disciplinary Authority had failed to consider the explanation submitted by the Petitioner. Sufficient and proper opportunities were not granted to the Petitioner for submitting her reply. The enquiry held against the Petitioner was not in accordance with law and principles of natural justice. The Enquiry Officer had in fact, pre-judged the

matter even before the enquiry was conducted. His letter dated 4-1-85 would bear testimony in this regard. The conduct of the Enquiry Officer and the manner in which the enquiry was conducted by him had caused great prejudice to the Petitioner. The Enquiry Officer himself had assumed the role of the Disciplinary Authority, prosecutor and judge. He was biased and partisan. He had asked leading questions in the enquiry. There was no fair and proper enquiry. The impugned findings of the Enquiry Officer were not based on any legally acceptable evidence and they are perverse. They are based on conjectures and surmises. The charges are not proved at all. The non-examination of vital witnesses amounts to denial of fair opportunity to the Petitioner for defending herself effectively. The conduct of Ms. Arokiamary would stand testimony to the fact that she had willingly played upon in the hands of Office Superintendent/Gen/Office of the Chief Mechanical Engineer, Ponnmalai. The findings of the Enquiry Officer are not legally sustainable. The punishing authority had not applied his mind in accepting the impugned findings. The penalty advice lacks reasoning. The Petitioner had not committed any misconduct much less misconduct warranting removal from service. The imposition of punishment of removal from service is arbitrary, discriminatory, shockingly disproportionate to the allegedly proved charges besides, it is vindictive, unfair labour practice. In imposing the major punishment of removal, the punishing authority had not adverted to her impeccable service records at all. The appeal filed by the Petitioner on 19-7-85 was rejected. Thereafter she has filed a revision petition to the General Manager, which was also rejected on 22-9-92 without assigning any reasons. The Petitioner has preferred a mercy petition to authorities as well as Railway Ministry but all are ended in vain. The Petitioner had been victimised for no fault of her. The Petitioner is entitled to restoration of her service with continuity of service, back wages and all other attendant benefits. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award for reinstatement of the Petitioner into service of the Respondent Southern Railway with continuity of service, back wages and all other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/ Southern Railway management (hereinafter refers to as Respondent) are briefly as follows :—

This industrial dispute has been raised by the Petitioner nearly after two decades without giving any reason for the inordinate delay for raising this dispute. The Petitioner has joined the services as a Clerk on 8-9-80 on the ground of physically handicapped person. During her service period from 8-9-80 to 6-6-85 disciplinary proceedings were taken against her four times and penalties were imposed for the act of misconduct for unauthorised absence for duty. On 29-9-84 the Petitioner after signing the muster roll, at about 10.00 am had left the office

unauthorisedly without informing the authority concerned. Before leaving the office, she had received the salary of another staff Ms. Arokia Mary Jacintha, Clerk in Additional Chief Mechanical Engineer's office. She had failed to submit her leave application before leaving the office and the Office Superintendent/Stores Section is not the proper authority to entertain the leave application of the Petitioner. After receiving her salary she had deliberately and wilfully received the salary of the other staff Ms. Arokia Mary Jacintha. Though the said staff had requested one Ms. T. Subbulakshmi to receive her pay on her behalf on noticing the Petitioner receiving the pay of Ms. Arokia Mary Jacintha, Ms. Subbulakshmi asked the Petitioner to give back the pay of Ms. Arokia Mary Jacintha. However, the Petitioner without giving that amount left the office without informing anybody and was not available in the office from 10.15 hrs. till the end of working hours i.e. 13.20 hrs. of 29-9-84, which being a half working day. The reason given by the Petitioner for leaving the office during office hours is without any basis. The Petitioner had entered the armoury gate of Central Workshop, Golden Rock at 13.00 hrs. and phoned the Office Superintendent/General about coming to office at about 13.45 hrs. and met the Office Superintendent/General in person and handed over the salary of Ms. Arokia Mary Jacintha to him. The Petitioner has not made any complaint that one of her superiors had made an advance to her and she had refused to yield for the same. She has chosen to allege the same after receiving the charge sheet and during the enquiry. The entire disciplinary action was conducted as per the procedure laid down in the Railway Servants (Discipline and Appeal) Rules, 1968. The allegation that the Petitioner was victimised is not true and it is denied as false and baseless. The act of the Petitioner that she left the office without informing anybody after receiving the salary amount of Ms. Arokia Mary Jacintha amounts to cheating of a co-worker. Thus, she had violated the provisions contained in Rule 3 sub-rule(iii) of Railway Services Conduct Rules, 1966. The Petitioner was given all the opportunity to defend her case in the enquiry conducted for imputation of charges mentioned in the charge memo. The copy of the enquiry report was given to the Petitioner. There is no violation of principles of natural justice. The charges were framed as per the provisions contained in the Railway Servants Discipline & Appeal Rules, 1968. All the documents in Annexure III were submitted by her colleagues. The Petitioner received the copy of the enquiry report and submitted her defence statement. In her defence statement, the Petitioner has not alleged that the Enquiry Officer was biased. So the said averment in the Claim Statement is only an afterthought. The charges were proved against the Petitioner. The non-examination of the Office Superintendent/General/ACME/O/GOC will not in any way vitiate the enquiry proceedings. The Disciplinary Authority after considering the relevant records, defence statement of the Petitioner, and after applying his mind, agreed with the findings of the Enquiry Officer to hold that the articles of charges framed against the Petitioner were proved and imposed the penalty of removal from the railway services on the Petitioner w.e.f. 6.6.85. The appeal filed by the Petitioner was also carefully considered by the Appellate

Authority. After hearing the Petitioner and her defence helper in the personal hearing had passed a detailed speaking order that the penalty imposed on the Petitioner is adequate and dismissed her appeal. The revision petition filed by the Petitioner before the General Manager, Southern Railway also was considered by him carefully and he passed an order by dismissing the revision petition after confirming the punishment imposed on the Petitioner. Another representation made by the Petitioner to General Manager, Southern Railway was also dismissed. The Petitioner had committed a grave misconduct which is for unbecoming of a railway servant. The Petitioner is not entitled to reinstatement, continuity of service, back wages and other attendant benefits. The Petitioner was gainfully employed in all these years. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner with cost.

4. When the matter was taken up for enquiry finally, no one has been examined as a witness on either side. No document has been marked as an exhibit on the side of the I Party/Workman. 10 documents filed on the side of the II Party/Management have been marked by consent as Ex. M1 to M10. Arguments advanced by the learned counsel on either side were heard.

5. The point for my consideration is —

"Whether the action of the management of Southern Railway in dismissing the services of Mrs. G. Annie Christy on the basis of domestic enquiry is justified? If not, what relief the applicant is entitled?"

Point :—

Ex.M1 is the xerox copy of the charge sheet dated 4.10.1984 alleging that the Petitioner was not available in the office (Stores Section) from 10.15 hrs. on 29.9.84 after signing the muster roll and that she left the office without any proper authority from her superiors and that she had deliberately received the salary amount of one Ms. Arokia Mary Jacintha from the Cashier and went away without informing anybody about the same which amounts to cheating of co-railway servant and thus, she has violated provisions contained in Rule 3 (I)(iii) of Railway Services (Conduct) Rules, 1966. Ex. M2 is the xerox copy of the enquiry proceedings. Ex.M3 is the xerox copy of the acknowledgement given by the Petitioner for receipt of the copy of enquiry proceedings with the report of the Enquiry Officer. Ex.M4 is the written submission made by the Petitioner as her defence statement to the Enquiry Officer. Ex.M5 is the xerox copy of the order passed by the Disciplinary Authority imposing the penalty on the Petitioner by removing her from service. Ex.M6 is the xerox copy of the Penalty Advice issued to the Petitioner along with the enquiry report. Ex.M7 is the xerox copy of the order passed by the Appellate Authority rejecting the appeal preferred by the Petitioner. Ex.M8 is the xerox copy of the postal acknowledgement for her receiving the order of the Appellate Authority. Ex.M9 is the xerox copy of the order passed by the Revisional Authority on the revision petition filed by the Petitioner. Ex.M10 is the xerox copy of the postal acknowledgement for the receipt of the order of the Revisional Authority by the Petitioner.

6. It is admitted that the Petitioner came to duty on 29-9-84 and had obtained her salary as well as the salary of Ms. Arokia Mary Jacintha on that day and had left the office without attending the office till the closure of the office hours on that half working day. She has given an explanation that after she came to duty, she suffered with stomach pain and it was increasing minute by minute and so she decided to apply for leave and since her Head Clerk and Chief Clerk were not available at that time, she straight away went to OS/Stores to handover the leave application and since he was busy in talking with somebody, she had placed her leave application on his table with an intention to get his permission to avail the leave, after getting her salary and so she went upstairs and after receiving the salary, when she came down the stairs at about 10.45 hrs., she had her menses and the bleeding was increased and since she had no change of cloths, she had to leave the work spot and she was not able to get the permission of the Head Clerk or Chief Clerk or Office Superintendent, since she was in the critical situation and hence she had rushed to her home, so it is not correct to allege that she was missing from the work spot after signing the muster roll without written permission from the Head Clerk or Chief Clerk or Office Superintendent. It is her further contention that when Ms. Arokia Mary Jacintha name was called by the Cashier to give her salary and her name was next and since Ms. Arokia Mary Jacintha was not available at that time and the cashier was looking for her, she told the Cashier if he gives the salary of Ms. Arokia Mary Jacintha she would hand over to her and that was why the Cashier handed over the salary of Ms. Arokia Mary Jacintha to her and after obtaining her salary as well as Ms. Arokia Mary Jacintha's salary and came down to hand over the same to her, due to the developing status of her menses she had to rush home and in the meantime she had forgotten to handover the salary of Ms. Arokia Mary Jacintha and after gone home and changed her cloths and remembered about the salary of Ms. Arokia Mary Jacintha with her she immediately rushed to the office at about 13.00 hrs. to hand over the money to her and that she herself without anybody's instructions came to the office and handed over the salary of Ms. Arokia Mary Jacintha to the Office Superintendent/G/GOC since Ms. Arokia Mary Jacintha was not available at that time and she obtained the payment of Ms. Arokia Mary Jacintha only with the good intention to help her and she returned the salary on the same day and she did not have the intention to cheat her. On 29-9-84 itself, the Petitioner has given a written representation admitting that she has received the salary of Ms. Arokia Mary Jacintha and left the office after giving the leave application to O.S. Stores Section and there is another document dated 29-9-84 itself for the handing over the salary of Ms. Arokia Mary Jacintha at 14.00 hrs. in the presence of other five office staff. Along with the charge memo under Annexure III documents relied upon by the management for domestic enquiry has been mentioned. They are the report dated 29-9-84 given by OS/Stores and the statements of the co-employees and the Petitioner Smt. G. Annic Christy of the same dated 29-9-84 and that the report dated 1-10-84 of O.S. of ACME/O/GOC. In the statement given by the Petitioner stated 29-9-84 itself she

has stated that she left away after giving her leave application for that day to OS/Stores Section/ACME/O/GOC. A perusal of the enquiry proceedings shows that one Mr. Dhandapani as MW1 has deposed before the Enquiry Officer that he has given the report of missing of the Petitioner from her seat from 10.15 hrs. on 29-9-84. In the Chief examination, he has deposed that the Petitioner had not given him any leave form either in person or through any messenger. In the cross examination, when a question has put to him stating that in the statement given by the Petitioner on 29-9-84 to DYCM/P/GOC that she had given a leave application for that day to OS/Stores Section and whether OS/G asked him orally or in writing as to whether she had given the leave application, MW1 has answered that OS/G did not ask him about this and when the next question was put to him as to whether any higher officials asked for leave application of Smt. G. Annie Christy and if so, whether he submitted any reply, he has answered that DYCM/P asked him whether Smt. G. Annie Christy submitted any leave form for 29-9-1984 and he told that she had not submitted any leave application and as per his instructions he submitted a written statement to that effect. This MW1 has not given any evidence to that effect that to verify the statement of Smt. G. Annie Christy dated 29-9-84 that she had given any leave application to OS/Stores Section, AMIW/GOC on 29-9-84 itself, he has not enquired him about the same or he has ascertained from him that the Petitioner has not at all given to him any leave application. In the Counter Statement also it is simply stated that the Petitioner failed to submit her leave application before leaving the office and the Office Superintendent Stores Section as referred to by her is not the proper authority to entertain the leave application for leave, as averred by the Petitioner. It is not the specific case of the Respondent/Management that the Petitioner has not at all given any leave application to anybody in the office, much less the Office Superintendent, Stores Section as contended by the Petitioner. No positive evidence also available from the management witnesses about the non-submission of the leave application by the Petitioner, when she especially stated in her written representation dated 29-9-84 that she gave a leave application for that day to OS/Stores Section/ACME/W/GOC. She has also given reason for her leaving the office on that day in her explanation while giving evidence before the Enquiry Officer. From the perusal of the Enquiry Officer's discussion on evidence of the witnesses in the enquiry, it is seen that no suggestion has been put to the Petitioner, charge sheeted employee during cross examination that she had not submitted to OS/Stores any leave form as per her evidence, that she has deposed falsely for the purpose of this case and the reason she has given for leaving the office urgently due to severe stomach pain and menses is false. It is also in evidence that she returned back to office after realizing that she had taken the pay of Ms. Arokia Mary Jacintha without handing over the same to her, came back to the office explained the situation to OS/G and handed over the salary amount of Ms. Arokia Mary Jacintha in the presence of witnesses K. Subramaniam, A. V. Srinivasan, Durairajan, Varadharajulu and Radhakrishnan and she has also given a statement to that effect on the same day dated 29-9-84 duly

signed by these witnesses as staff. So all these evidences available clearly show that the Petitioner had not available in the office on 29-9-84 after signing the muster roll and had left the office abruptly. On the other hand, she has given acceptable reason about her physical inability to remain further in the office on that day, which has not been challenged or stated as false reason given by her for the purpose of this case. Further, there are sufficient evidence available by way of oral and documentary evidence in this case let in before the Enquiry Officer that the Petitioner Smt. G. Annie Christy came back to the office on the same day and handed over the amount due to Ms. Arokia Mary Jacintha and it was not a deliberate action of the Petitioner to cheat the co-railway servant. From the evidence it is seen that it is a practice in the office staff to receive the salary of co-employee on their behalf and to hand over the same later to the concerned employee. The reason given by the Petitioner for her leaving the office after getting her pay as well as Ms. Arokia Mary Jacintha's pay as that of her physical inability to continue in the office on that day further cannot be said to be an afterthought invented by the Petitioner for the purpose of this case and to defend the charge levelled against her. The intention to cheat the co-employee and to misappropriate the salary of the co-employee by the Petitioner has not been established in the enquiry with the evidence both oral and documentary let in before the Enquiry Officer. On the other hand, there are sufficient and acceptable evidence available as materials as both oral and documentary before the Enquiry Officer to come to the conclusion that the guilt of the accused as spoken to in the charge memo has not been proved before the Enquiry Officer. So under such circumstances, the findings of the Enquiry Officer amounts to be a perverse findings as stated by the Petitioner in the Claim Statement. As stated by the Petitioner in her Claim Statement the impugned charges are arbitrary, baseless and vague. Further the report of the Enquiry Officer clearly shows, as contended by the Petitioner, that the Enquiry Officer had played the role of Disciplinary Authority, Prosecutor and Judge and he had also exhibited his biased and partisan attitude in the enquiry. The findings of the Enquiry Officer were not based on legally acceptable evidence but on conjectures and surmises and are perverse as contended by the Petitioner in her Claim Statement. Further, as contended by the Petitioner in her Claim Statement that vital witness Office Superintendent, General, O/o. Assistant Chief Mechanical Engineer, Sri P. Annamalai in the enquiry is also fatal to the domestic enquiry. The non-examination of that vital witness amounts to be a denial of fair opportunity to the Petitioner in order to defend herself effectively in the enquiry. Therefore, the finding of the Enquiry Officer that the charges levelled against the Petitioner are proved is incorrect.

7. It is alleged in the Claim Statement of the Petitioner that she has not been served with the copy of the Enquiry Officer's report prior to the penalty advice and was not given any opportunity to put forth her objection on Enquiry Officer's report. Ex.M5 is the xerox copy of the order passed by the Disciplinary Authority and Ex.M6 is the xerox copy of the penalty advice dated 6-6-85 given to the Petitioner.

In Ex. M6 penalty advice it is mentioned that copy of the report of the Enquiry Officer is enclosed and she has been awarded the penalty of removal from service w.e.f. 6-6-85, the date of the penalty advice. From this it is evident that before issuing the penalty advice, the Disciplinary Authority has not served the copy of the Enquiry Officer's report with his findings and has not given an opportunity to the Petitioner to put forth her objection on the Enquiry Officer's report and findings. In a case reported as AIR 1994 SC 1074 MANAGING DIRECTOR ECIL, HYDERABAD Vs. V. KARUNAKAR ETC. the Hon'ble Supreme Court has held that "*the delinquent is entitled to copy of the enquiry report before Disciplinary Authority takes a decision regarding guilt or innocence. Refusal to furnish a copy of Enquiry Officer's report to the delinquent amounts to denial of reasonable opportunity and the Enquiry Officer's report is to be furnished to the delinquent irrespective of whether he has asked for it or not and the copy of the Enquiry Officer's report is to be furnished to the delinquent even when punishment imposed is other than the major punishment of dismissal, removal or reduction in rank.*" The material available in this case clearly shows that the findings of the Enquiry Officer that the charges levelled against the Petitioner, the charge sheeted employee are proved is only a perverse finding without any basis as acceptable evidence. So, if an opportunity had been given by the Disciplinary Authority before considering the findings recorded by the Enquiry Officer along with the evidence on record, by furnishing the copy of the Enquiry Officer's report to the Petitioner, she would have been in a position to brought forth the shortcomings in the Enquiry Officer's report in respect of his analysis of the evidence both oral and documentary let in before him and could have established before the Disciplinary Authority to what extent the findings of the Enquiry Officer is wrong on the basis of the materials placed before him. So, from this it is seen that the non-furnishing of the Enquiry Officer's report by the Disciplinary Authority before issuing her the penalty advice has prejudiced the Petitioner, the charge sheeted employee to a greater extent. So, under such circumstances, it can be held that the penalty imposed by the Southern Railway management for the alleged misconduct of the Petitioner which has not been proved with acceptable evidence before the Enquiry Officer by dismissing the Petitioner from service is unjustified. Hence, the action of the management of Southern Railway in dismissing the services of Smt. G. Annie Christy on the basis of domestic enquiry is unjustified. Hence, the concerned workman Smt. G. Annie Christy is entitled to the relief prayed for in the Claim Statement. Thus, the point is answered accordingly.

8. In the result, an Award is passed holding that the action of the management of Southern Railway in dismissing the services of Smt. G. Annie Christy is not justified. Hence, the concerned workman Smt. G. Annie Christy is entitled for reinstatement in service with continuity of service and back wages and all other attendant benefits and with cost. (Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 17th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Exhibited :—

For the I Party/Workman : Nil

For the II Party/Management :—

Ex. No.	Date	Description
M1	04-10-84	Xerox copy of the chargesheet issued to Petitioner
M2	Nil	Xerox copy of the enquiry proceedings/report
M3	20.03.85	Xerox copy of the acknowledgement of Petitioner for having received the enquiry report.
M4	27.03.85	Xerox copy of the defence statement submitted by Petitioner to Enquiry Officer
M5	04.06.85	Xerox copy of the order of Disciplinary Authority in office note.
M6	06.06.85	Xerox copy of the penalty advice issued to Petitioner
M7	21.04.86	Xerox copy of the letter from Personnel Officer, Southern Railway, Ponnmalai to Petitioner conveying the order of Appellate Authority.
M8	Nil	Xerox copy of the postal acknowledgement of Petitioner for having Received the order of Appellate Authority
M9	22.09.92	Xerox copy of the letter from Chief Personnel Officer To Petitioner conveying the decision of General Manager on her revision petition.
M10	Nil	Xerox copy of the postal acknowledgement for having received the order of revisional authority.

नई दिल्ली, 5 मार्च, 2003

का. आ. 1064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या सी जी आई टी : 237/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-3-2003 को प्राप्त हुआ था।

[सं. एल-42012/69/2000-आई आर (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 5th March, 2003

S.O. 1064.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT : 237/2000) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in

the Industrial Dispute between the employers in relation to the management of Jawahar Navodaya Vidyalaya and their workman, which was received by the Central Government on 5-3-2003.

[No. L-42012/69/2003-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

SHRI B. G. SAXEAN, Presiding Officer

Reference No. CGIT : 237/2000

The Principal, Jawahar Navodaya Vidyalaya

and

Shri Gunwant Ramchandra Dhore

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-42012/69/2000/IR (DU) dated 09-08-2000 on following schedule.

SCHEDULE

“Whether the action of the management of Principal, Jawahar Navodaya Vidyalaya, Talodhi (Balapur), Distt. Chandrapur in terminating Shri Gunwant Ramchandra Dhore, Ex-Electrician, Jawahar Navodaya Vidyalaya, is legal proper and justified? If not, to what relief the workman is entitled and from which date?”

The workman Gunwant S/o Ramchandra Dhore has submitted Statement of Claim on 12-10-2000. He has mentioned in his Claim that he has passed S.S.C. Examination in the year 1987. He has also completed his Wireman's Licence Course from Bombay Board. He was in continuous service in Jawahar Navodaya Vidyalaya, Talodhi (Balapur), Distt. Chandrapur from 14-08-91. From the date of his appointment he was working as Electrician in the above institution. He was also issued certificates for his experience in work on 19-08-93 and 28-10-96. He has completed more than 240 days continuous service without any break in service. He was paid Rs. 1000/- per month. He was not regularised in service and was terminated w.e.f. 20-10-97. He was issued one month notice on 20-09-97. Several persons junior to him have been regularised in service. His work was of permanent nature. He has been terminated illegally. No retrenchment compensation was paid to him. He has claimed his reinstatement in his service setting aside his termination order dt. 20-09-97 with consequential reliefs including backwages etc.

In the Written Statement the management of Jawahar Navodaya Vidyalaya contested the case. It is admitted to the management that experience certificates were issued to the workman Gunwant R. Dhore on 19-08-93 and 28-10-96. The management

stated that Gunwant R. Dhore was engaged as casual worker as per the requirement of the mess. He was paid consolidated salary per month by the management of the school. It is further mentioned that vide letter dt. 18-06-91, the post of Cook and helpers were sanctioned in Navodaya Vidhyalaya mess. As the number of persons required for working in the mess was more, additional persons were engaged. Thus few more persons were engaged as casual workers and their wages were paid by the management. It is also admitted to the management that Gunwant Dhore was engaged only for doing odd jobs, such as repair of furnitures, electrical and water work etc. He is not entitled for reinstatement as he was working as daily rated worker.

Both the parties submitted oral and documentary evidence in this Court. They have also submitted their written arguments through their advocates.

I have considered the entire oral and documentary evidence on record.

In the affidavit dt. 12-10-01 Gunwant Dhore mentioned that he has passed S.S.C. Examination in 1987 and has completed Wireman's Licence Course from Bombay Board. He was appointed as Electrician w.e.f. 14-8-91 and worked continuously till the date of his termination on 20-10-97. He has completed more than 240 days of service in a year. He was issued experience certificate on 19-08-93 and 28-10-96. He had also filed a Writ in the High Court but the High Court directed him to raise the dispute before the appropriate authority. He therefore raised the dispute before ALC. In cross examination by the counsel for management, he stated that he was working regularly as Electrician in Jawahar Navodaya Vidhyalaya from 1991. The Principal of the Jawahar Navodaya Vidhyalaya had issued certificate to him on 19-08-93 that he had worked in this institution from 14-08-91 to 14-12-91 & 15-01-92 to 30-04-92 and 01-07-92 to 14-12-92 and 01-01-93 to 30-04-93 as a daily wage Electrician. He was sincere to his duties. Another certificate was issued to him on 28-10-96 that Gunwant R. Dhore has worked in this Vidhyalaya on consolidated payment for the work of electricity since 01-09-93 to 28-10-96. He was given break in Winter Vacations and Summer Vacations of the school. On 26-10-93 the Principal of the Jawahar Navodaya Vidhyalaya issued certificate that Gunwant R. Dhore is working in this Vidhyalaya on daily wage basis as Electrician. His work and conduct was all along found praiseworthy. The workman has submitted above certificates of the principals of Jawahar Navodaya Vidhyalaya. These certificates have been admitted as true by the management.

The workman has stated in his cross examination that work of Electrician was taken from him in Winter and Summer Vacations also. He worked continuously and regularly.

From the side of the management, the affidavit of K. Ramesh, the Principal of the school has been submitted. He was cross examined by the counsel for the workman. He stated in his cross examination that there is no rule or

procedure for giving breaks in the service. He has admitted in his cross examination that Gunwant R. Dhore was appointed in Jawahar Navodaya Vidhyalaya as Electrician. He was also doing the work of Waterman. He was also repairing the furnitures of the school. He admitted the contents of the certificates issued by the Principal of the school dt. 19-08-93 and 28-10-96. He says that he does not know who worked for the workman when break was given in his service. This witness also admitted that Gunwant R. Dhore was paid wages through cheques or payment vouchers by the management. No termination notice was issued to the workman. He does not know whether any junior to Gunwant R. Dhore has been regularised or not. Besides the above oral evidence the workman has submitted 5 (five) documents. No (1). Marksheet of passing S.S.C. examination in March, 1990, (2). Wireman's Licence Certificate dt. 22-07-94. The workman has also submitted Experience Certificate dt. 19-08-93 and 28-10-96 issued from the Principal, Jawahar Navodaya Vidhyalaya. These certificates have been admitted by the management.

The certificate dt. 19-08-93 shows that Gunwant R. Dhore was working as Electrician from 14-08-91 to 30-04-93. He was treated as daily waged worker. The certificate dt. 28-10-96 of Principal of Jawahar Navodaya Vidhyalaya shows that Gunwant R. Dhore worked as Electrician from 01-09-93 to 28-10-96 and he was paid salary by the management. Thus the management has admitted that Gunwant R. Dhore was working in Jawahar Navodaya Vidhyalaya, Talodhi (Balapur), Distt. Chandrapur from 14-08-91 to 28-10-96. The Principal K. Ramesh in his cross examination on 12-07-02 says that there is no procedure for giving breaks in the service. He does not say that the management was taking work of Electrician from any other person when this workman was given breaks in his service. Thus the statement of K. Ramesh also shows that Gunwant R. Dhore was working as Electrician continuously in the above institution. No other Electrician was appointed in his place from 14-08-91 to the date of his termination.

In the above circumstances the termination of the workman Gunwant R. Dhore from 20-10-97 was illegal. He was getting payment regularly from the management for the period he worked in the institution. The statement of the Principal, K. Ramesh also shows that Gunwant R. Dhore was also doing the work of Class-IV employee, such as Waterman. He was also repairing the furnitures of the school. In the Written Statement also it is mentioned by the management that Gunwant R. Dhore had worked in the mess of the school as additional persons were required to be engaged. They were paid wages by the management of the school after communication letter dt. 18-06-91 for the post of Cook and Helpers.

In view of the above circumstances and evidence on record, the action of the management of Principal, Jawahar Navodaya Vidhyalaya, Talodhi (Balapur), Distt. Chandrapur in terminating the service of Gunwant R. Dhore was not legal or justified. He should be reinstated in service. The work of Electrician is also of a permanent nature and the workman has sufficient experience of this work.

No evidence has been produced that workman Gunwant R. Dhore did not work anywhere after 20-10-97 and remained unemployed. He is therefore not entitled for backwages.

ORDER

The action of the management of Principal, Jawahar Navodaya Vidhyalaya, Talodhi (Balapur), Distt. Chandrapur in terminating Gunwant Ramchandra Dhore, Ex-Electrician, Jawahar Navodaya Vidhyalaya was not legal or justified. The workman is therefore reinstated in service from the date of termination i.e. 20-10-97 as a Class-IV employee.

The reference is disposed of accordingly.

Date : 10-2-03 B. G. SAXENA, Presiding Officer

नई दिल्ली, 5 मार्च, 2003

का. आ. 1065.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या सी जी आई टी-177/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-03-2003 को प्राप्त हुआ था।

[सं. एल-42012/139/99-आई आर (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 5th March, 2003

S.O. 1065.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT 177/2000) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 05-03-2003.

[No. L-42012/139/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NAGPUR

Present : Shri B. G. Saxena, Presiding Officer

Reference No. CGIT : 177/2000

CENTRAL PUBLIC WORKS DEPARTMENT

AND

SHRI ABHAYRAJ YADAV

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by Clause (d) of Sub Section (1) and Sub Section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-42012/139/99/IR (DU) dated : 27-10-1999 on following schedule.

SCHEDULE

"Whether the action of the management of Central Public Works Department, through its Assistant Engineer and Executive Engineer, Division-I, Nagpur in not regularising/giving temporary status to Shri Abhayraj Jadhav, Motor Lorry Driver is legal, proper and justified? If not, to what relief the said workman is entitled and from what date?"

This reference was sent to CGIT, Jabalpur. Later on the file was received from CGIT, Jabalpur in July, 2000. The workman has submitted Statement of Claim through G.R. Pardesi, Branch Secretary, Central PWD Union, Nagpur on 29-11-99. The management contested the case and submitted Written Statement on 09-10-2000.

In the Statement of Claim it is mentioned that the workman Abhayraj Jadhav was provided work of Motor Lorry Driver as contractor w.e.f. 01-10-89 at CPWD Division-I, Nagpur on work order basis. There were five vehicles in the department and two drivers were appointed according to administrative sanction of the department. Abhayraj Jadhav had been working as contractor labour and he therefore, raised the dispute for regularisation of his service w.e.f. 01-01-93. He also claimed that he should be given temporary status since 1992 as Motor Lorry Driver.

On 09-08-2000 the workman moved application that his correct name is Abhayraj Yadav and not Abhayraj Jadhav.

The management contested the case that Abhayraj Yadav was not appointed against any clear vacancy. There are only two sanctioned post of the drivers in CPWD, Office of Executive Engineer, Nagpur. Two drivers are working on these posts and no post of driver is vacant. The workman Abhayraj Yadav was engaged on contract basis. He has no right to seek regularisation. He was not appointed by the department through the prescribed procedure for the recruitment in the department. He is therefore, not the employee of the CPWD. Abhayraj Yadav was terminated vide letter dt. 24-03-99 as his contract for work had expired on 25-03-99.

Both the parties submitted oral and documentary evidence. They have been represented by the advocates. The advocates of both the parties have submitted their Written Arguments.

I have considered the entire oral and documentary evidence on record.

Abhayraj Yadav, workman submitted his affidavit and he was cross examined by the advocate of management on 13-11-2000. In cross examination the workman stated that he does not know whether his name was sponsored by the Employment Exchange. He does not know whether two posts of Lorry Driver have been sanctioned in the Office of Executive Engineer, CPWD, Division-I, Nagpur. He denied the suggestion that he was working on contract basis. He denied the

suggestion that he was terminated by CPWD w.e.f. 24-03-99.

From the side of management G.P. Bansal, Executive Engineer was examined. He stated in cross examination that there is no vacant post of driver in the Office of Executive Engineer, CPWD, Division-I, Nagpur. No post of driver was vacant on 23-08-2000.

Abhayraj Yadav was not appointed on any post of CPWD in Nagpur. He used to get the repair of the vehicles of department arranged on contract basis. G.P. Bansal further says that the payment for the repaired work of the vehicles of the department was made to the workman. No contract was executed between the department and the workman for the repair of any vehicle. The workman was also not driving any vehicle of the department on contract basis.

The documents filed by the workman Paper No. W2 to W5 only show that Abhayraj Yadav was having the knowledge of driving and the mechanism of Jeep. He can work as driver.

The letter No. 32/6/92-EC-X (Pt) dt. 08-05-02 of Government of India, Director General of Works, Central Public Works Department, Nirman Bhawan, New Delhi has been filed by the management. This document shows that vide Directorates OM No. 24/11/89-ECX dt. 19-05-89 engagement of casual workers is banned by the department. Even engagement of casual workers on hand receipt basis is covered by the ban orders.

Neither the workman nor the management has filed any document to show that Abhayraj Yadav was appointed as a driver by the Office of the Executive Engineer, CPWD, Division-I, Nagpur in the year 1989 or in the year 1991. No appointment letter of Abhayraj Yadav has been submitted in this Court.

No document has been submitted that he was paid wages of a driver during any month of the period mentioned by him from 1989 to the date of raising the dispute or thereafter.

No document has been filed to show that Abhayraj Yadav was working as Motor Lorry Driver in CPWD on contract basis. None of the parties have therefore, submitted any document to show that Abhayraj Yadav was appointed as driver in CPWD, Nagpur. In the above circumstances he cannot be considered the employee of CPWD, Nagpur. The appointment of the casual labour or casual worker is also banned by the Director General, CPWD, New Delhi since 19-05-89. In these circumstances Abhayraj Yadav is not the employee of the CPWD. His claim for regularising in service is baseless.

ORDER

The action of the management of Central Public Works Department through its Assistant Engineer and Executive Engineer, Division-I, Nagpur in not regularising or giving temporary status of Driver to Shri Abhayraj Yadav is legal, proper and justified. Abhayraj Yadav was not appointed by the department of CPWD as driver

anytime through any selection for recruitment. Abhayraj Yadav is, therefore, not entitled to any relief claimed by him.

B. G. SAXENA, Presiding Officer

Dated : 3-02-03

नई दिल्ली, 5 मार्च, 2003

का.आ. 1066.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट (संदर्भ संख्या 75/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-03-2003 को प्राप्त हुआ था।

[सं. एल-40012/126/2001-आई. आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 5th March, 2003

S.O. 1066.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2001) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Post and their workman, which was received by the Central Government on 05-03-2003.

[No. L-40012/126/2001-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,

“SHRAM SADAN”,

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR,
BANGALORE

Dated : 17th February, 2003

PRESENT :

HON'BLE SHRI V.N. KULKARNI, B. COM, LLB.,

PRESIDING OFFICER

CGIT-CUM-LABOUR COURT,

BANGALORE.

C.R. No. 75/2001

I PARTY

Shri R. Murthy.
S/o Late Shri Ramappa.
C/o Kenchappa.
Venkateshwara Nilaya,
1st Cross, Nehru Nagar.
Chitradurga-572 501

II PARTY

The Superintendent
of Post Offices.
Chitradurga Division.
Chitradurga-577 501

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-40012/126/2001/IR (DU) dated 9th October 2001 for adjudication on the following schedule :

SCHEDULE

"Whether the action of Department of Posts in terminating the services of Sri R. Murthy w.e.f. 15-09-2000 is justified? If not to what relief the workman is entitled to?"

2. The first party was working with the management. He was terminated and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party is as follows :—

5. The first party has studied up to Pre-University Examination and he belongs to Scheduled Caste. He was appointed as Extra Departmental Stamp Vendor at the Head Post Office, Chitradurga on 27-9-1996. He was removed without any notice on 10-12-1997 and the termination is illegal. He has further stated that he has given job with an assurance that he will be made permanent. He was asked to work in Toopuramalige Branch. There was no necessity for terminating his services. The Management has not complied the provisions of Section 25F of the Industrial Dispute, Act. Workman for these reasons and for some other reasons has prayed to pass award in his favour.

6. The case of the management in brief is as follows :

7. It is the case of the management that the services of the first party were taken on stop-gap arrangement since the EDSV Chitradurga fell vacant due to promotion of regular incumbent as postman. Therefore the services of the workman cannot be considered against the vacant post. The services of the workman were not required and he was terminated. The post of EDSV was found surplus.

8. It is the further case of the management that the Hon'ble Supreme Court vide judgement in Civil Appeal No. 338586 of 1996 has held that the extra departmental agents are not workmen and it is not covered by Industrial Disputes Act and the claim of the first party is not maintainable. Management has relied the judgement of the High Court of Karnataka and has prayed to reject the reference.

9. Management examined one witness and closed the case. Workman got examined himself as WW1.

10. I have heard the arguments of the learned counsel appearing for the management. I have carefully perused the records.

11. MW1 has stated that the workman was engaged as Extra Departmental Stamp Vendor. It was not

a regular appointment. Regular appointment is done in accordance with rules. EDSV employees are only temporary and they are not entitled for any benefits. He is cross examined but nothing is made out from his cross examination.

12. Against this workman has given evidence stating that he worked continuously till 10-12-1997. He states in his cross examination that when he was given work, management has not called for any interview and no examination was necessary for the post of EDSV. He admits that he was given provisional appointment order. He further says that the department has abolished the post wherever is no work.

13. I have read the decisions relied by the learned counsel appearing for the management. The workman was given temporary work. The learned counsel appearing for the management has relied the following decisions:

- (1) SC CA 3385-86 of 1996
- (2) ILR 2000 KAR 2156
- (3) 2001 SCC Page 90
- (4) WP No. 12979/2001 (S-CAT)

14. I have read the above decisions very carefully. Keeping in mind the principles held in the decision reported in 2001 SCC Page 90 and the decision of the High Court of Karnataka I am of the opinion that the workman is not entitled for any benefit. It is held that a person appointed as a substitute Extra Departmental Agent of the Postal Department cannot claim regularization merely on the basis that he has worked continuously for 180 days or more.

15. The learned counsel appearing for the workman has not argued the matter. At the cost of repetition I may say here that the workman is not entitled for any benefit. Accordingly I proceed to pass the following Order:

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 17th February, 2003)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 6 मार्च, 2003

का. आ. 1067.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-03-2003 को प्राप्त हुआ था।

[सं. एल-40011/26/2000-आई आर (डी यू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th March, 2003

S.O. 1067.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Telecom Deptt. and their workman, which was received by the Central Government on 06-03-2003.

[No. L-40011/26/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SMT. N. J. SHELAT, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, (CENTRAL) AT
AHMEDABAD

Ref (ITC) No. 117 of 2000

Adjudication

BETWEEN

The Telecom District Manager,
Telecom Deptt., Palanpur Telecom District,
Joravar Palace, Palanpur,
Banaskantha 385 001. First Party.

vs.

Shri Maheshkumar Amrabhai Makwana,
Vanker Vas. Bhakhria Vaz. Unjha,
Patan. (North Gujarat) 384 265 Second Party.

In the matter of reinstatement with full back wages of
Shri Maheshbhai Amrabhai Makwana, casual workman
of Telecom Department, Palanpur.

APPEARANCES:

Shri Dipak Ambalal Thaker, learned advocate,
for the First Party.

Shri Hemal Acharya, learned advocate for
the Second Party.

AWARD

The abovementioned industrial dispute between first party Telecom District and workmen employed under it has been referred for adjudication under Section 10(1) (d) of the Industrial Disputes Act, 1947 to the Industrial Tribunal at Ahmedabad by the Desk Officer, Government of India, Ministry of Labour New Delhi's Order No. L-400011/26/2000/IR(DU) Dated 30th October, 2000. Thereafter under a subsequent order it has been transferred to this Tribunal for proper adjudication.

2. The dispute pertains to the demand regarding reinstatement with full back wages of one Shri Maheshkumar Amrabhai Makwana, casual workman as is mentioned in the order of reference.

The exact terms of reference is as under :—

“Whether the demand of Sh. Maheshkumar Amrabhai Makwana, casual workman against the management of Telecom District Manager, Telecom Deptt. Palanpur, Distt. Banaskantha to reinstate in services w.e.f. October, 1995 with full back wages is legal and justified. If so, to what benefits the workman is entitled for and what directions are necessary in the matter.”

3. The second party workman has filed his statement of claim vide Ex. 3 and has stated that he was working with the first party from 1989 as a casual labourer in Palanpur Division faithfully and diligently; that he was working from 1-8-1989 and that his service record was clean; that he has worked with the first party from 1989 to October, 1995 as a casual worker continuously and that he has worked for 240 days in each years, that during the tenure of his service he was not given any notice concerning his work; that his services were orally terminated without any notice from October, 1995, that this action of the first party is not legal and proper and therefore it requires to be set aside.

The second party workman has further stated in his statement of claim that the first party has not given him any notice while terminating his service from October 1995 and that no enquiry has been conducted against him and that he has not been provided any opportunity to defend his case; that he has not been given any compensation; that other casual labourers were made permanent by the first party and that workers junior to him were also made permanent by the first party; that new persons were appointed in his place. The second party workman has prayed that he should be reinstated on his original post with continuity of service and with full back wages.

4. The first party has contested the present reference and has filed their written statement vide Ex. 4 inter alia denying various contentions raised by the second party workman and have submitted that the second party workman was engaged as a casual labourer at the office of SDOT, Palanpur from August, 1989 and that he worked in the said capacity till May, 1995 and thereafter in June, 1995 the second party of his own accord has left his services as a casual labourer; that the second party workman has on his own sweet will voluntarily abandoned his services, therefore there is no question of orally terminating his services from October, 1995; that as the second party workman has abandoned services as a casual labourer from June, 1995, the question of not following the provisions of Section 25F of the Industrial Disputes Act, 1945 would not arise. The first party has submitted details of the working days of the second party workmen as under :—

Sr. No.	Year	No. of days worked
1.	1989	146
2.	1990	206
3.	1991	199
4.	1992	301
5.	1993	242
6.	1994	302
7.	1995	49

5. The first party has further submitted that by a letter dated 14-8-1998 the department of Telecommunication, New Delhi called for information in the prescribed proforma from all Telecom Districts regarding the number of casual labourers working without temporary status for a period of 240 days in the department for the period commencing from 31-3-1985 to 1-8-1998; that the required information from Telecom Department, Palanpur was furnished by a letter dated 25-8-1998; that the relevant date for furnishing the information was from 31-3-1985 to 1-8-1998, the casual labourers who were in actual service as on 1-8-1998 were considered for granting temporary status; that the 40 casual labourers who were given temporary status by the office memo dated 19-9-2000 were all terminated from service in 1995; that these 40 casual labourers challenged termination by following appropriate legal proceedings before the Hon'ble Central Administrative Tribunal at Ahmedabad in 1995 and the Hon'ble Tribunal by its interim relief ordered maintenance of status quo; that since their termination was stayed by the Hon'ble Tribunal, they continued to be in service and as a result these 40 casual labourers who were in service as on 1-8-1998 were considered for granting temporary status, in light of letter dated 14-8-1998 of the department of Telecommunication, New Delhi. That the approval of granting temporary status to these 40 casual labourers were received from the office of the Chief General Manager, Telecommunication, Gujarat Circle, Ahmedabad vide memo dated 9-3-1999; that the second party left his services in June, 1995, voluntarily of his own accord and therefore he was not in service as on 1-8-1998 and thus the case of the second party workman could not be considered for granting temporary status alongwith these 40 casual labourers. The first party has prayed that reference may be dismissed and it may be held that this is a case of voluntary abandonment of service by the second party workman.

6. The second party workman Shri Maheshkumar Amrabhai Makwana was examined on 10-1-2002 vide Ex. 11 and has stated in his examination in chief on oath that he was working with the first party as a labourer for 7 years and that his salary was Rs. 2000; that he has worked for 240 days in each year and that he was not given any notice at the time of his termination in 1995; that no legal procedure has been followed while terminating his services; that 40 other workers were also terminated when his services were terminated; he has further stated in his examination in chief that it is not true that he himself has stopped coming to work; that at present he is unemployed and that he has tried to get another job, but he has not got any other job and that he is prepared to go for work.

Shri Maheshkumar Amrabhai Makwana has been cross-examined on 21-6-2002 and he has stated in his cross-examination that he has not made any representation to the first party after his services were terminated from 1-8-1995 that he has not been given any written order; that his daily wage was Rs. 40/-. He has further stated in his cross-examination that it is not true that he himself has stopped going to work; that he has tried to get another job; that at present he is working and getting Rs. 40/- daily as daily wages. The second party workman has closed his evidence vide Ex. 12 on 21-6-2002.

7. The first party has examined one Shri Lakhubhai Dosjibhai vide Ex. 15 Shri Lakhubhai Dosjibhai has stated in his examination in chief on oath that second party workman was working with the first party from August, 1989 to May, 1995 continuously; that in between there was a break of one or two days; that he was working as a daily wager and was doing miscellaneous work; that the second party workman was not given any written order; that his daily wage was Rs. 31.23 ps. that the second party workman has stopped coming to work of his own and that the first party has not terminated his services and that thereafter they have not recruited any other persons.

Shri Lakhubhai Dosjibhai has been cross-examined and he has stated in his cross-examination that in June 1998 in Palanpur, there were about 100 daily wagers working; that their duties were of similar nature; that the second party workman has worked for 5 years and out of which for three years he has completed 240 days; that the first party has not written any letter to the second party workman for coming back to work; that the second party has himself stopped coming to work; that when second party workman stopped coming to work, his salary was Rs. 59.60 ps. per day.

The first party has closed his evidence vide Ex. 16 on 11-9-2002.

8. I have gone through records and papers of the case and have considered arguments of both the parties and find that the second party workman has worked with first party for about 7 years and has completed more than 240 days during the years 1992, 1993 and 1994 as admitted by the first party in their written statement Ex. 4 in para 10 at page No. 4. It is the case of the first party that the second party workman has abandoned his services on his own accord. Therefore question of his reinstatement with full back wages with continuity of service will not arise. The first party has not produced any cogent or proper evidence to prove that the second party workman has abandoned his services, except stating this fact in the written statement Ex. 4 as well as stating the said fact by their witness Shri Lakhubhai Dosjibhai vide Ex. 15. The first party has thus failed to prove that second party workman has abandoned his services on his own accord. In the event that the second party workman has left his services on his own accord, he would not have approached the office of the Labour Commissionerate and later on to this Tribunal by hiring the services of a lawyer. It is the duty of the first party to prove before this Tribunal that the second party workman has abandoned his services on his own accord which they have failed to do. Besides, as per their own admission, the second party workman has worked with the first party for about 7 years and out of 7 years he has completed 240 days service during the year 1992, 1993, and 1994. In the year 1995, the second party workman has worked for 49 days as admitted by the first party and that as stated by the first party. The second party workman has stopped coming to work from June, 1995. As the second party workman has worked for more than 240 days for three years, he should have been given an opportunity to being heard before his service were terminated. In any case, the first party should have considered the case of the second

party workman, while they were considering the case of the 40 casual labourers, who were given temporary status by office memo dated 19-9-2000. The presence of the second party workman before this Tribunal is proof enough he has not abandoned his services on his own accord in 1995 as stated by the first party and he is still struggling to get justice till date. The services of the second party workman were terminated in June, 1995 along with 40 other casual labourers and 40 casual labourers challenged their termination order by filing appropriate legal proceedings before the Central Administrative Tribunal and were protected by an interim relief order of maintaining status quo and therefore their termination order was stayed and as a result, those 40 casual labourers who were in service on 1-8-1998 were considered for granting temporary status in the light of letter dated 14-8-1998 of the Department of Telecommunication, New Delhi and the case of this particular workman Shri Maheshkumar Amrabhai Makwana was left out as at the relevant time, he had not approached Central Administrative Tribunal at Ahmedabad. But now that his reference has come up for hearing before this Tribunal, I am of the opinion that the first party should consider the case of the second party workman at par with the case of 40 casual labourers whose services were terminated in 1995. In this view of the matter and under the

facts and circumstances of the case, I pass following Order:—

ORDER

The demand of Shri Maheshkumar Amrabhai Makwana, casual workman against the management of Telecom District Manager, Telecom Deptt., Palanpur District, Banaskantha to reinstate him in service w.e.f October 1995 is legal and justified.

The workman Shri Maheshkumar Amrabhai Makwana is entitled to get same benefits as is given to 40 casual labourers whose services were terminated in 1995.

The first party, Telecom District Manager, Telecom Deptt., Palanpur District, Banaskantha is hereby directed to reinstate the second party workman in service with effect from October, 1995 and calculate and give the same benefits which were given to 40 casual labourers whose services were terminated in 1995 by their office memo dated 19-9-2000.

No. Order as to cost.

SECRETARY

Ahmedabad.

Dt. 16-1-2003.

N.J. SHELAT, Presiding Officer